



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Monday, September 12, 2016	7:30 PM	De Pere City Hall Council Chambers
----------------------------	---------	------------------------------------

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **September 12, 2016 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

- I. Call to Order
 - 1. Roll Call
- II. Public Hearing to Levy Special Assessments
 - A. Notice of Public Hearing
 - B. Recommendation from the Board of Public Works
 - C. Consider Final Resolution for Special Assessments for Storm Sewer Main and/or Laterals on Honey Court
- III. Public Comment
- IV. Items
 - 1. Approval of the Board of Public Works August 8, 2016 Meeting Minutes.
 - 2. Consider Award of Contract for Project 16-20 Dumpster Enclosure Construction.*
 - 3. Consider Updates to Chapter 28, Stormwater Management Ordinance (Post Construction).*
 - 4. Consider Garbage & Recycling Cart Exchange.*
 - 5. Consider New Policy for the Installation of New Sidewalks Along New Streets or Subdivisions.
 - 6. Consider Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on Merrill Tower.*
 - 7. Consider 9th Street Reservoir Repair Contract.*
- V. Future Agenda Items
- VI. Adjournment

***Items with an asterisk require City Council approval.**

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon,

Monday September 12, 2016 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderspersons

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Definitely De Pere

Daniel & Marta Hendricks

Molly A. Bulma

5 GENS LLC

SRL2, Inc.

S & J Holdings, LLC

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.



Request For Board of Public Works Action

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: C. Consider Final Resolution for Special Assessments for Storm Sewer Main and/or Laterals on Honey Court

The purpose for this item is to approve a final resolution for special assessment storm sewer construction associated with street resurfacing under Project 16-07.

Background

Honey Court is being resurfaced as part of Project 16-07, Asphalt, Curb, and Utility Relay. Staff has identified a need to provide storm sewer laterals due to potential redevelopment and drainage issues. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5(c) for Street Resurfacing which states

(c) Street Resurfacing.

(1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at during street resurfacing improvements when:

- a. Requested by a property owner along the street to be resurfaced; or*
- b. When ordered by the director of public works to address drainage issues.*

(2) The location of the lateral installation shall be as determined by the city engineer or designee.

(3) Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in § 13-7(c)(1) of this code.

As calculated per Code Section 13-7 and approved by the BOPW, the costs for the 2016 storm sewer special assessment is as follows:

- Storm Main - \$9.90 per linear foot of parcel frontage
- Storm Lateral Assessment – 6” - \$1,584.60 per each
- Storm Lateral Assessment – 8” - \$2,194.20 per each
- Storm Lateral Assessment – 12” - \$2,224.43 per each

The locations impacted by storm sewer assessments include:

- Honey Court from Cook Street to the end of the cul-de-sac

Property owners were invited to a public information meeting on August 2, 2016 and the preliminary resolution action at the BOPW on August 8, 2016.

Code Section 13-7(c)(1)d. further identifies procedures and pay options for the storm sewer special assessments as follows:

- d. *Public hearing. The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:*
 - i. *No interest imputed if payment of assessment made in full within 30 days of invoice;*
 - ii. *Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;*
 - iii. *Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:*
 - A. *Transfer of the benefited property to any other person or entity;*
 - B. *Subdivision of the benefited property;*
 - C. *Connection to the storm sewer;*
 - D. *The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.*
 - iv. *Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.*

The BOPW established a five year payback for assessments if payment is made the year when assessments come due. Under iii., property owners are not required to pay until they connect to the storm lateral, sell or subdivide the property, or 25 years, whichever occurs first.

Recommendation

Staff recommends that the Board of Public Works (BOPW) adopt the final resolution.

ATTACHMENTS:

- BPW Final Resolution BOPW #16-03 for Honey (PDF)
- Schedule B Honey Ct. Assessment (PDF)
- Schedule C Honey Ct. Assessment (PDF)
- Schedule D Honey Ct. Assessment - Final (PDF)
- Honey Court Assessment Map (PDF)

RESOLUTION BOPW #16-03

FINAL RESOLUTION AUTHORIZING STORM SEWER MAIN AND/OR LATERAL
CONSTRUCTION AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED
PROPERTY
(Honey Court)

WHEREAS, the Board of Public Works of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby. Said improvements to include storm sewer main and/or laterals. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

STORM SEWER MAIN AND LATERALS

Both sides of Honey Court from Cook Street to the end of the cul-de-sac south of Pershing Rd.

WHEREAS, the Board of Public Works has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 12th day of September, 2016 at 7:30 p.m., whereupon the Board of Public Works heard all interested parties or their agents or attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De Pere, Wisconsin, that:

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Board of Public Works, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be:

- (1) paid in cash within thirty (30) days of invoice; or
- (2) paid in five (5) annual installments, together with interest on the unpaid balance at a rate of 3.5% if payment starts the year invoiced; or
- (3) deferred with interest to accrue at the rate of 3.5% with the total becoming due on the earliest of the following:
 - i. Transfer of the benefited property to any other person or entity;
 - ii. Subdivision of the benefitted property;
 - iii. Connection to the storm sewer;
 - iv. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

Interest on alternatives shall stop accruing after a period of ten years.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the Green Bay Press Gazette as a Class 1 Notice.

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this 12th day of September, 2016.

APPROVED:

Michael J. Walsh, Mayor and Chair of the Board
of Public works

Ayes:_____

Nays:_____

* Strike if not modified by the Board of Public Works

Schedule B

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 8/8/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-01	Provide 18" PVC or RCP Storm	LF	22	\$95.00	\$2,090.00	
13-07	ST-07	Remove and Replace 18" RCP (Class III)	LF	9	\$75.00	\$675.00	
15-01	ST-02	remove and Replace 18" PVC or RCP, CL III Storm Sewer	LF	39	\$65.00	\$2,535.00	
Total				70.00		\$5,300.00	
Average Cost Per Foot						\$75.71	

Schedule B
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-04	Provide 4' Diameter Storm Manhole	VF	4.40	\$290.00	\$1,276.00	
13-07	ST-14	Install 4' Diameter Storm Manhole	VF	13.20	\$351.00	\$4,633.20	
13-07	ST-15	Install 4' Diameter Storm Manhole	VF	5.30	\$351.00	\$1,860.30	
14-01	ST-08	Provide 4' Diameter Storm Manhole	VF	15.14	\$430.00	\$6,510.20	
14-07	ST-03	Install 4' Diameter Storm Manhole	VF	8.74	\$405.90	\$3,547.57	
15-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	55.89	\$377.00	\$21,070.53	
15-07	ST-06	Provide 4' Diameter Storm Manhole	VF	60.30	\$454.61	\$27,412.98	
Total				162.97		\$66,310.78	
Cost Per Vertical Foot						\$406.89	
Cost for a 5 foot Deep Manhole						\$2,034.45	
Average Per Foot Cost with a 300 Foot Spacing						\$6.78	

Attachment: Schedule B Honey Ct. Assessment (5102 : C. Consider Final Resolution for Special

Schedule B
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10	Provide 6" PVC Storm Sewer	LF	679.5	\$39.00	\$26,500.50	
13-07	ST-01	Install 6" PVC Storm Sewer	LF	222.5	\$24.00	\$5,340.00	
Total				902.00		\$31,840.50	
Average Cost Per Foot						\$35.30	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,235.50	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-02	Install 8" PVC Storm-Roof Drains	LF	693.00	\$46.47	\$32,203.71	
Total				693.00		\$32,203.71	
Average Cost Per Foot						\$46.47	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,626.45	Average length of lateral is based on a 70 foot right of way.

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	272	\$45.00	\$12,240.00	
13-07	ST-02	Remove and Replace 12"PVC or RCP (Class III) Storm Sewer	LF	237.5	\$48.15	\$11,435.63	
13-07	ST-03	Install 12" PVC or RCP (Class III) Storm Sewer	LF	354	\$32.00	\$11,328.00	
14-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	375.5	\$49.00	\$18,399.50	
14-07	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	350.3	\$50.74	\$17,774.22	Storm Sewer relatively shallow similar to laterals
15-01	ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	648.5	\$49.00	\$31,776.50	
15-07	ST-01	Remove and Replace 12" PVC or RCP Storm Sewer	LF	797.4	\$50.51	\$40,276.67	
Total				3035.20		\$143,230.52	
Average Cost Per Foot						\$47.19	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,651.64	Average length of lateral is based on a 70 foot right of way.

Schedule B
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Connection Cost**Storm Wye Cost (6")**

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10		EA	25	\$85.00	\$2,125.00	No wyes have been installed in 2013 thru 2015.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-11	Core Drill Existing Main with NPC Kor-N-Tee	EA	8	\$202.05	\$1,616.40	
Total				8.00		\$1,616.40	
Average Cost Per Connection/Core						\$202.05	

Schedule C
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$75.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.78	
Mainline Cost Per Street Foot	\$82.50	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$41.25	
Assessable Amount (20%)	\$8.25	
Engineering and Administration (20%)	\$1.65	
Total Mainline Cost Per Front Lot Foot	\$9.90	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,235.50	35 foot average length.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,320.50	
Engineering and Administration (20%)	\$264.10	
Total Lateral Costs	\$1,584.60	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,626.45	35 foot average length.
Storm Wye Cost (Core)	\$202.05	Average of cost to core pipe
Assessable Amount (100%)	\$1,828.50	
Engineering and Administration (20%)	\$365.70	
Total Lateral Costs	\$2,194.20	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,651.64	35 foot average length.
Storm Wye Cost (Core)	\$202.05	Average of cost to core pipe
Assessable Amount (100%)	\$1,853.69	20.00%
Engineering and Administration	\$370.74	
Total Lateral Costs	\$2,224.43	

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

FINAL ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS

LOCATION - HONEY COURT - CUL-DE-SAC SOUTHWEST OF PERSHING ROAD TO COOK STREET

COST PER UNIT - STORM MAIN:	\$9.90	PER LINEAR FOOT
COST PER UNIT - 6-INCH STORM LATERAL:	\$1,584.60	PER EACH
COST PER UNIT - 8-INCH STORM LATERAL:	\$2,194.20	PER EACH
COST PER UNIT - 12-INCH STORM LATERAL:	\$2,224.43	PER EACH

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT		STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT	COMMENT
		UNIT	COST	UNIT	COST		
		FRONTAGE FEET		CONNECTION SIZE			
DANIEL C & MARTA S HENDRICKS 3675 BOWER CREEK RD DE PERE WI 54115-9218	631 COOK ST ED-1469-2	161.5	\$0.00	6" 0.30% Slope (min.)	\$1,584.60	\$1,584.60	Existing Storm on Cook Street and Honey Court.
MOLLY A BULMA 620 N SUPERIOR ST DE PERE WI 54115	1104 HONEY CT ED-1469	120	\$1,188.00	6" 0.60% Slope (min.)	\$1,584.60	\$2,772.60	
5 GENS LLC 1621 WILLARD TE DE PERE WI 54115-3619	1010 HONEY CT ED-1469-4	210.12	\$2,080.19	8" 0.35% Slope (min.)	\$2,194.20	\$4,274.39	
SRL2 INC 1740 COFRIN DR STE 2 GREEN BAY WI 54302-2024	1116 HONEY CT ED-1469-5	134.49	\$1,331.45	12" 0.18% Slope (min.)	\$2,224.43	\$3,555.88	
S&J HOLDINGS LLC 1024 CARDINAL LN GREEN BAY WI 54313-6802	1120 BROADWAY ST ED-1471-1-2	237.23	\$0.00	12" 0.35% Slope (min.)	\$0.00	\$0.00	Existing storm main on eastern frontage along Pershing Road. Property is connected to the storm sewer
	TOTAL	863.34	\$4,599.64		\$7,587.83	\$12,187.47	

PROJECT 16-07
STORM SEWER
ASSESSMENT MAP

2.E



ASSESSMENT AREA (TYP.)

	Asphalt, Curb & Sewer Repair
	Project: 16-07
	8- 2016 By: SRL

Engineering Division
 925 S. 6th St.
 De Pere, WI 54115
 Office: 920-339-4061
 Fax: 920-339-4071

1 inch = 100 feet

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of the Board of Public Works August 8, 2016 Meeting Minutes.

ATTACHMENTS:

- BOPW August 8, 2016 Draft Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Monday, August 8, 2016

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
James Boyd	Aldersperson	Excused	
Dan Carpenter	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were Eric Rakers, City Engineer, Scott Thoresen, Director of Public Works, and Pam Denis, Recording Secretary.

2. Public Hearing to Levy Special Assessments

A. Notice of Public Hearing.

The Recording Secretary read into the record that the notice of public hearing was published in the Green Bay Press Gazette on July 20, 2016.

B. Recommendation from the Board of Public Works.

Eric Rakers, City Engineer, stated that the Board of Public Works at the July 11, 2016 meeting approved the Preliminary Resolution for storm sewer assessment for Wishart Avenue and the public hearing was scheduled for today for the Final Resolution for Special Assessment. Mayor Walsh declared the Public Hearing opened at 7:32pm. He invited public comment, but there was none. Mayor Walsh declared the Public Hearing closed and asked for a motion.

C. Consider Final Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.

Aldersperson Raasch moved to adopt the Final Resolution authorizing storm sewer main and/or lateral construction and levying special assessment against benefited property on Wishart Avenue, Aldersperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

II. Public Comment

None

III. Items

1. Approval of BOPW July 11, 2016 Draft Meeting Minutes.

Aldersperson Raasch moved to approve the July 11, 2016 Board of Public Works meeting minutes, Aldersperson Jennings seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

2. Consider 2016 Storm Lateral Assessment Charge for Existing Non-Residential Properties.

Eric Rakers, City Engineer, stated that the purpose for this item was to establish the special assessment cost for storm main and laterals installed in 2016 in existing non-residential areas. He stated that the rates had been set with the Ordinance change earlier this year for residential areas and that this would apply them to non-residential areas. Discussion followed.

Aldersperson Jennings moved to approve the 2016 storm assessment for existing commercial areas as follows:

- **Storm Main Assessment - \$9.90 per foot of parcel frontage**
- **Storm Lateral Assessment – 6”- \$1,584.60 per each**
- **Storm Lateral Assessment – 8”- \$2,194.20 each**
- **Storm Lateral Assessment – 12” - \$2,224.43 each**

Aldersperson Carpenter seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

3. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Honey Court.

Eric Rakers, City Engineer, presented the Preliminary Resolution for Special Assessment for Storm Sewer Assessment main and or laterals on Honey Court. Mayor Walsh moved to open the meeting at 7:34pm, Aldersperson Raasch seconded the motion. Upon vote the motion passed.

Dan Hendricks questioned how this would affect him as his property was alongside of Honey Court and zoned commercial. His property is currently used as a duplex. Dan questioned if he would get the residential storm assessment which is less. City Engineer Rakers stated that his property already had the main and would only be assessed for the 6” lateral, based on zoning with a cost differential of about \$100.00 more for non-residential properties.

Mayor Walsh moved to return to regular order at 7:35pm, Aldersperson Raasch seconded the motion. Upon vote, the motion passed.

Aldersperson Carpenter moved to adopt the Preliminary Resolution and schedule a public hearing at the Board of Public Works meeting on September 12, 2016, Mayor Walsh seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

4. Consider Request for Extension of Sidewalk Installation at 2322 Samantha Street.*

City Engineer Rakers stated that earlier this year a sidewalk installation extension was granted to 2232 Samantha Street per the request of the property owner who stated that the property had been sold. The property owner is now requesting another extension as the sale did not occur.

Mayor Walsh moved to open the meeting for public comment at 7:36pm, Alderperson Raasch seconded the motion. Upon vote, the motion passed. Dan Burgoyne explained that he would prefer to put the sidewalk in when the driveway goes in whenever the property sold. He couldn't say when the property might sell. Mayor Walsh moved to return to regular session at 7:38pm, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

Alderperson Raasch moved to deny the request, Alderperson Jennings seconded the motion. Upon discussion Alderperson Raasch rescinded his motion, Alderperson Jennings concurred. Alderperson Raasch then moved to approve the sidewalk extension for 2232 Samantha Street for not more than a year, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Ryan Jennings
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

5. Consider Wisconsin Continuously Operating Reference Station (WISCORS) Agreement with the Wisconsin Department of Transportation (WisDOT).*

Alderperson Raasch moved to approve the Wisconsin Continuously Operating Reference Station (WISCORS) agreement with the Wisconsin Department of Transportation (WisDOT) to establish the reference station on the City's wastewater treatment plant, Alderperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

6. Consider Approval for the State Municipal Agreement SMA Revision #2 with WisDOT for STP-U Grant Projects.*

Mayor Walsh moved to approve the State Municipal Agreement (SMA) Revision #2 with WisDOT for STP-U Grant Projects, Alderperson Carpenter seconded the motion. Discussion followed. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

7. Consider Easement Vacation at 1820 Enterprise.*

Alderperson Raasch moved to approve the easement vacation at 1820 Enterprise, Mayor Walsh seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

8. Consider Proposal for Broadway Pedestrian Crossing Study.*

Eric Rakers, City Engineer, presented the staff recommendation to accept the quote from Ayres Associates for the Broadway Pedestrian Crossing Study estimated at \$13,600.00. He stated that the study is focused on Broadway, between Cass and Randall Streets. The traffic and pedestrian counts will be done at Randall and Ridgeway. Discussion followed including but not limited to why such an expensive study, whether all streets off Broadway were being looked at, whether speed was being addressed etc. City Engineer Rakers explained that Broadway sees as many as 15,000 cars per day, it's a 4 lane connective highway, and there are few gaps in traffic, which makes it difficult for pedestrians to safely cross. He stated that the study would take in account vehicle counts (not speed), traffic gaps, and would make suggestions of various ways to address the pedestrian crossing issues.

Mayor Walsh moved to open the meeting for public comment at 7:53pm, Alderperson Raasch seconded the motion. Upon vote, the motion passed. Steven Lepak stated that he has been advocating for action on speed and pedestrian crossing along N. Broadway for 8 years and likes what he hears, but he is concerned about the high cost of the study. He stated that this money could be used to install yellow flashing lights. He encouraged the Board to focus the study on the peak traffic times. Susan Gallagher Lepak expressed concern with the speed of vehicles coming into De Pere. She asked that the community be included in consultant meetings and expressed concerns that there would be enough money budgeted for interventions. She asked that Eileen Kolb could receive notices of meetings. She hoped that the study would consider the busier times during holidays such as Celebrate De Pere and also consider different times of year (weather issues), types of pedestrians crossing, such as bikes, strollers, toddlers, wheelchairs, families.

Mayor Walsh moved to return to regular session at 7:59pm, Alderperson Raasch seconded the motion. Upon vote, the motion passed. Scott Thoresen, Director of Public Works, explained that the intent of the study was to arrive at a recommendation to be presented to Common Council which would most likely be put in the 2018 budget. Eric Rakers explained that neighborhoods would be invited to meetings. He stated that \$13,600 in reality wasn't too much for this study. The Federal Highway Administration recommends that engineering studies are completed prior to installing/modifying pedestrian facilities on four lane urban streets to avoid making a change that would make the crossing less safe. The study will provide the multiple options available and the pro's

and con's of each option and the preliminary costs. Engineer Rakers stated that the traffic and pedestrian counts are being done during the week at peak hours; adding holiday hours would increase the cost of the study.

Mayor Walsh moved to accept the quote from Ayres Associates for the Broadway Pedestrian Crossing Study in the amount of \$13,600, Alderperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

9. Consider Proposal for Claude Allouez Bridge Maintenance Study.*

Eric Rakers, City Engineer, reviewed the proposals that were received to evaluate the Claude Allouez Bridge and provide recommendations for maintenance. He stated that the evaluation would include: non-loadbearing cable post stud repair, exterior structure painting, and miscellaneous maintenance activities not identified by the City. Discussion followed.

Alderperson Raasch moved to approve the quote from Graef-USA, Inc. for the Claude Allouez Bridge Maintenance Study estimated at \$5,800.00, Alderperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

10. Consider Proposal for Storm Water Management Planning.*

Eric Rakers, City Engineer, reviewed the proposals that were received for the design of new and analysis of existing storm water facilities in the City of De Pere. He explained that the funds for the proposed study are budgeted in the storm water utility capital projects accounts.

Alderperson Raasch moved to accept the quote from Graef-USA, Inc. for the Storm Water Management Planning estimated at \$18,200.00, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Dean Raasch, Michael J. Walsh
EXCUSED:	James Boyd

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Raasch seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 8:09pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Award of Contract for Project 16-20 Dumpster Enclosure Construction.*

After the Council adopted the ordinance to implement a common collection services utilizing dumpsters, staff met with stakeholders of the Nicolet Square businesses that would be utilizing these services to get input for the design of the dumpster enclosures. The stakeholders felt the dumpster enclosures should be built to match the design concept for the reconstruction of the Nicolet Square parking lot which would utilize a brick fascia. As a result, the preferred design concept of the enclosure will be similar to the new Walgreen's on S. Broadway except with a different brick fascia. (See attached photo) The preferred brick fascia by the Nicolet Square businesses is similar to the brick on Nicky's located at 331 Main Avenue. (See attached photo)

The Engineering Department designed and received bids for Project 16-20 Dumpster Enclosure Construction on September 8, 2016. The City received three (3) bids. (See attached bid summary) The lowest bid with the preferred alternative is \$83,125.00 submitted by IEI General Contractors. The budgeted amount from TID #5 is \$30,000. This budget estimate was based on constructing an enclosure built with a basic block wall on a concrete slab. The project that was designed and bid has an interior block wall with a brick fascia that requires a foundation wall to support. The brick fascia, the foundation wall, and the short time frame to build the enclosures are the primary reasons staff felt the bids exceeded the budgeted amount.

The BOPW needs to determine what the City should provide the Nicolet Square businesses for the dumpster enclosures. The following things are to be considered:

- Approve additional funding from TID #5 and approve the project. The project will be awarded and constructed this fall so that common collection services utilizing dumpsters can begin by 12/31/16 as planned.
- Reject bids received. The dumpster enclosures can be redesigned to meet our basic ordinance requirements which would be out of basic block or wooden walls. The project costs would be significantly lower. The issue with this is the implementation of common collection services utilizing dumpsters will be delayed until late summer/early fall of 2017.
- There are other areas of the downtown on both the east and west side that the City will be building dumpster enclosures in the future. The design concept for Nicolet Square could set the tone for other enclosures to be built in other areas of the downtown.

It is the intent after discussion, the BOPW will need to make a recommendation to either accept the low bid as designed or to reject all bids and redesign.

ATTACHMENTS:

- Walgreen's Dumpster Enclosure (JPG)
- Nicky's Brick Fascia (JPG)

- 16-20 Bid Tab(PDF)





PROJECT 16-20 DUMPSTER ENCLOSURES

BID TABS



	IEI General Contractors	RJM Construction LLC	Frank O. Zeise Construction Co., Inc.
DESCRIPTION	AMOUNT BID	AMOUNT BID	AMOUNT BID
Total Base Bid	\$73,423.00	\$85,200.00	\$113,967.00
Alternate 1 Bid	\$9,702.00	\$800.00	\$1,300.00
Total Base Bid Plus Alternate 1	\$83,125.00	\$86,000.00	\$115,267.00
Alternate 2 Bid	\$8,316.00	\$300.00	\$0.00
Total Base Bid Plus Alternate 2	\$81,739.00	\$85,500.00	\$113,967.00
Alternate 3 Bid	\$9,702.00	\$200.00	\$0.00
Total Base Bid Plus Alternate 3	\$83,125.00	\$85,400.00	\$113,967.00

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Updates to Chapter 28, Stormwater Management Ordinance (Post Construction).*

The City of De Pere last updated its post construction stormwater management ordinance in 2009. The Wisconsin Department of Natural Resources (WDNR) is requiring that the city update its stormwater management (post construction) and the erosion control ordinances, with an August 17, 2016 completion date for both. The WDNR has approved the city's request for a September 20, 2016 approval schedule for both ordinances.

The attached comparison of the city's current ordinance and the proposed WDNR model ordinance show the changes necessary for compliance with WDNR requirements. The Board of Public Works oversees the Stormwater Utility and is the reviewing body to make a recommendation on the ordinance changes to the Common Council for the September 20, 2016 meeting.

Revisions for the erosion control ordinance will be brought to the Council for review on September 20, 2016 as well.

Staff recommends the BOPW approve the updates to Chapter 28, Stormwater Management Ordinance (Post Construction).

ATTACHMENTS:

- Chapter 28 Stormwater Management Zoning Post Construction - DPMC 2016 Review_Draft Showing Changes (PDF)

Chapter 28 De Pere Municipal Code STORMWATER MANAGEMENT **ZONING** (POST CONSTRUCTION) as compared to model DNR Ordinance

Sec. 28-1. - Authority.

- (a) This chapter is adopted by the common council under the authority granted by Wis. Stats. § 62.234. This chapter supersedes all provisions of an ordinance previously enacted that relate to stormwater management regulations. Except as otherwise specified in Wis. Stats. § 62.234, Wis. Stats. § 62.23 applies to this chapter and to any amendments to this chapter.
- (b) The provisions of this chapter are deemed not to limit any other lawful regulatory powers of the same governing body.
- (c) The common council hereby designates the director of public works or designee to administer and enforce the provisions of this chapter.
- (d) The requirements of this chapter do not pre-empt more stringent stormwater management requirements that may be imposed by any of the following:
 - (1) The state department of natural resources administrative rules, permits or approvals including those authorized under Wis. Stats. §§ 281.16 and 283.33.
 - (2) Targeted non-agricultural performance standards promulgated in rules by the state department of natural resources under § NR 151.004, Wis. Adm. Code.

Sec. 28-2. - Findings of fact.

The common council finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- (a) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
- (b) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.
- (c) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.
- (d) Reduce the quality of groundwater by increasing pollutant loading.
- (e) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities.
- (f) Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.
- (g) Undermine floodplain management efforts by increasing the incidence and levels of flooding.

Sec. 28-3. - Purpose and intent.

- (a) Purpose. The general purpose of this chapter is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:
 - (1) Further the maintenance of safe and healthful conditions.

- (2) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
- (3) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; and prevent conditions that endanger downstream property.

(4) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.

- (b) Intent. It is the intent of the common council that this chapter regulates post-construction stormwater discharges to waters of the state. This chapter may be applied on a site-by-site basis. The common council recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this chapter is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under Wis. Stats. § 281.16, for regional stormwater management measures and have been approved by the common council, it is the intent of this chapter that the approved plan be used to identify post-construction management measures acceptable for the community.

Sec. 28-4. - Applicability and jurisdiction.

- (a) Applicability.
 - (1) Where not otherwise limited by law, this chapter applies to all post-construction sites, unless the site is otherwise exempt under subsection (a)(2).
 - (2) A post-construction site that meets any of the criteria in this paragraph is exempt from the requirements of this chapter.
 - a. One- and two-family residential dwellings that are not part of a larger common plan of development or sale and that result in less than one acre of disturbance.
 - b. Nonpoint discharges from agricultural activity areas.
 - c. Nonpoint discharges from silviculture activities.
 - d. Mill and crush operations.
 - (3) Notwithstanding the applicability requirements in subsection (a)(1), this chapter applies to post-construction sites of any size that, in the opinion of the director of public works, is likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.
- (b) Jurisdiction. This chapter applies to post-construction sites within the boundaries and jurisdiction of the City of De Pere, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to Wis. Stats. § 236.45(2) and (3).
- (c) Exclusions. This chapter is not applicable to activities conducted by a state agency, as defined under Wis. Stats. § 227.01(1), but also including the office of district attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under Wis. Stats. § 281.33(2).

Sec. 28-5. - Definitions.

"Adequate sod or self-sustaining vegetative cover" means maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.

"Administering authority" means the director of public works.

"Agricultural activity area" means the part of the farm where there is planting, growing, cultivating and harvesting of crops for human or livestock consumption and pasturing or outside yarding of livestock, including sod farms and silviculture. Practices in this area may include waterways, drainage ditches, diversions, terraces, farm lanes, excavation, filling and similar practices. The agricultural activity area does not include the agricultural production area.

Agricultural production area means the part of the farm where there is concentrated production activity or impervious surfaces. Agricultural production areas include buildings, driveways, parking areas, feed storage structures, manure storage structures, and other impervious surfaces. The agricultural production area does not include the agricultural activity area.

~~Average annual rainfall means a calendar year of precipitation, excluding snow, which is considered typical. For purposes of this chapter, average annual rainfall means measured precipitation in Green Bay, Wisconsin between March 29 and November 25, 1969.~~

"Atlas 14" means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

"Average annual rainfall" means a typical calendar year of precipitation as determined by the Wisconsin Department of Natural Resources for users of models such as WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality. For purposes of this chapter, average annual rainfall means measured precipitation in Green Bay, Wisconsin between March 29 and November 25, 1969.

"Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

"Business day" means a day the office of the director of public works is routinely and customarily open for business.

"Cease and desist order" means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the director of public works.

"Combined sewer system" means a system for conveying both sanitary sewage and stormwater runoff.

"Common plan of development or sale" means a development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A common plan of development or sale includes, but is not limited to, subdivision plats, certified survey maps, and other developments.

"Connected imperviousness" means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

"Construction site" means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale.

"Design storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall. The ~~TR-55, Type II, Atlas 14 MSE4~~, 24-hour design storms for the city are: one-year, [2.2] inches; two-year, [2.5] inches; five-year, [3.3] inches; ten-year, [3.8] inches; 25-year, [4.4] inches; and 100-year, [5.3] inches.

Formatted: Indent: First line: 0"

"Development" means residential, commercial, industrial, institutional, or other land uses and associated roads.

"Direct conduits to groundwater" means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

"Division of land" means the creation from one or more parcels or building sites of additional parcels or building sites where such creation occurs at one time or through the successive partition within a five-year period.

"Effective infiltration area" means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

"Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

"Exceptional resource waters" means waters listed in § NR 102.11, Wis. Adm. Code.

"Extraterritorial" means the unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

"Filtering Layer" means soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.

"Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

"Financial guarantee" means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the director of public works by the responsible party to assure that requirements of ~~§ this chapter~~ are carried out in compliance with the stormwater management plan.

"Governing body" means the common council.

"Highway" has the meaning given in Wis. Stats. § 340.01 (22).

"Highway reconditioning" has the meaning given in Wis. Stats. § 84.013 (1)(b).

"Highway reconstruction" has the meaning given in Wis. Stats. § 84.013(1)(c).

"Highway resurfacing" has the meaning given in Wis. Stats. § 84.013(1)(d).

"Impervious surface" means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious. Gravel surfaces are considered impervious, unless specifically designed to encourage infiltration.

"In-fill area" means a new development area less than five acres in size that is located within existing urban sewer service areas, surrounded by already existing development or existing development and natural or manmade features where development cannot occur.

"Infiltration" means the entry of precipitation or runoff into or through the soil.

"Infiltration system" means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

~~"Karst feature" means an area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.~~

"Land disturbing construction activity (or disturbance)" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

"Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of stormwater BMPs on the property.

"Maintenance agreement" means a legal document that provides for long-term maintenance of stormwater management and best management practices.

~~"MEP" or "maximum extent practicable" means a level of implementing best management practices in order to achieve a performance standard specified in this chapter which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet the performance standards and may vary based on the performance standard and site conditions.~~

"MEP" or "maximum extent practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified within this ordinance. Maximum extent practicable applies when the permit applicant demonstrates to the [administering authority]'s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the permit applicant shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

"Minor reconstruction of a highway" means reconstruction of a highway that is limited to 1.5 miles in continuous or aggregate total length of realignment and that does not exceed 100 feet in width of roadbed widening.

"New development" means that portion of a post-construction site where impervious surfaces are being created or expanded. Any disturbance where the amount of impervious area for the post-development condition is greater than the pre-development condition is classified as new development. For purposes of this chapter, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

"NRCS MSE3 or MSE4 distribution" means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

"Offsite" means located outside the property boundary described in the permit application.

"Onsite" means located within the property boundary described in the permit application.

"Ordinary high-water mark" has the meaning given in § NR 115.03(6), Wis. Adm. Code.

"Outstanding resource waters" means waters listed in § NR 102.10, Wis. Adm. Code.

"Percent fines" means the percentage of a given sample of soil, which passes through a # 200 sieve.

"Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

"Permit" means a written authorization made by the director of public works to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

"Permit administration fee" means a sum of money paid to the director of public works by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

“Pervious surface” means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

“Pollutant” has the meaning given in Wis. Stats. § 283.01(13).

“Pollution” has the meaning given in Wis. Stats. § 281.01(10).

“Post-construction site” means a construction site following the completion of land disturbing construction activity and final site stabilization.

“Post-development” means the extent and distribution of land cover types present after the completion of land disturbing construction activity and final site stabilization.

“Pre-development” means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

“Preventive action limit” has the meaning given in § NR 140.05(17), Wis. Adm. Code.

“Protective area” means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, that that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

“Redevelopment” means that portion of a post-construction site where impervious surfaces are being reconstructed, replaced, or reconfigured. Any disturbance where the amount of impervious area for the post-development condition is equal to or less than the pre-development condition is classified as redevelopment. For purposes of this chapter, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

“Responsible party” means any entity holding fee title to the property or other person contracted or obligated by other agreement to implement and maintain post-construction stormwater BMPs.

“Routine maintenance” means that portion of a post-construction site where pre-development impervious surfaces are being maintained to preserve the original line and grade, hydraulic capacity, drainage pattern, configuration, or purpose of the facility. Remodeling of buildings and resurfacing of parking lots, streets, driveways, and sidewalks are examples of routine maintenance, provided the lower one-half of the impervious surface's granular base is not disturbed. The disturbance shall be classified as redevelopment if the lower one-half of the granular base associated with the pre-development impervious surface is disturbed or if the soil located beneath the impervious surface is exposed. For purposes of this chapter, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

“Runoff” means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

“Separate storm sewer” means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

- (1) Is designed or used for collecting water or conveying runoff.
- (2) Is not part of a combined sewer system.
- (3) Is not draining to a stormwater treatment device or system.
- (4) Discharges directly or indirectly to waters of the state.

“Silviculture activity” means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

Formatted: p0

"Site" means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

"Stop-work order" means an order issued by the director of public works which requires that all construction activity on the site be stopped.

"Stormwater management plan" means a comprehensive plan designed to reduce the discharge of pollutants from stormwater, after the site has undergone final stabilization, following completion of the construction activity.

"Stormwater management system plan" is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

"Stormwater reference guide" means the Stormwater Reference Guide, ~~Current Edition, of August 15, 2007, as amended from time to time and~~ which is available for inspection from the ~~office of the building inspector and city engineer and available on the City website.~~

"Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

"Top of the channel" means an edge, or point on the landscape, landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet, landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.

"Total maximum daily load" or "TMDL" means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.

"TP" means Total Phosphorous.

"TP-40" means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

"TR-55" means the United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

"Transportation facility" means a public street, a public road, a public highway, a public mass transit facility, a public-use airport, a public trail, or any other public work for transportation purposes such as harbor improvements under Wis. Stats. § 85.095(1)(b).

"TSS" means total suspended solids.

"Type II distribution" means a rainfall type curve as established in the "United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973". The type II curve is applicable to all of the state and represents the most intense storm pattern.

"Waters of the state" has the meaning given in Wis. Stats. § 28~~13~~.01 (~~1820~~).

Sec. 28-6. - Technical standards.

The following methods shall be used in designing and maintaining the water quality, peak discharge, infiltration, protective area, and fueling/vehicle maintenance components of stormwater practices needed to meet the water quality standards of this chapter:

- Technical standards identified, developed or disseminated by the ~~state Wisconsin~~ ~~Department of Natural Resources~~ under subchapter V of chapter NR 151, Wis. Adm. Code.
- Technical standards and guidance identified within the ~~sStormwater~~ ~~Reference~~ ~~gGuide~~.

- (c) Where technical standards have not been identified or developed by the ~~state~~Wisconsin ~~Department of Natural Resources~~, other technical standards may be used provided that the methods have been approved by the director of public works.
- (d) In this chapter, the following year and location has been selected as average annual rainfall: Green Bay, 1969 (Mar. 29—Nov. 25).

Sec. 28-7. - Performance standards.

- (a) Responsible party. The responsible party shall implement a post-construction stormwater management plan that incorporates the requirements of this section.
- (b) Stormwater Management Plan. A written stormwater management plan in accordance with this section shall be developed and implemented for each post-construction site.
- (c) Requirements. The stormwater management plan shall meet the following minimum requirements to the maximum extent practicable:

- (1) Total suspended solids. BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the post-construction site as follows. The total suspended solids reduction shall be based on the average annual rainfall, as compared to no runoff management controls.

- a. For post-construction sites with ~~one or more of the following: 20,000 square feet or more of impervious surface disturbance and post-construction sites with one acre or more of land disturbance,;~~

* 20,000 square feet or more of impervious surface disturbance and/or creation

* post construction sites with 1 acre or more of land disturbance

the following is required:

- 1. Reduce the total suspended solids load by 80 percent for infill and new development.
- 2. Reduce the total suspended solids load by 40 percent for redevelopment.
- 3. No total suspended solids load reduction is required for routine maintenance areas, unless runoff from the routine maintenance area discharges into a proposed water quality BMP.
- b. For post-construction sites with less than 20,000 square feet of impervious surface disturbance, reduce the total suspended solids load using BMPs from the city stormwater reference guide. These sites are not required to satisfy a numeric performance standard.
- c. Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the adoption date February 3, 2009 of this chapter are required to satisfy the performance standards within subsections(c)(1)a.1—3.
- d. The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed development or disturbance.

- e. Off-Site Drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

~~fe.~~ Notwithstanding [subsections (c)(1)a—d.], if the design cannot achieve the applicable total suspended solids reduction specified, the stormwater management plan shall include a written and site-specific explanation why that level of reduction is not attained and the total suspended solids load shall be reduced to the maximum extent practicable.

Formatted: Indent: First line: 0"

(2) Peak discharge. BMPs shall be designed, installed and maintained to control peak discharges from the post-construction site as follows:

a. For post-construction sites with ~~one or more of the following: 20,000 square feet or more of impervious surface disturbance and post-construction sites with one acre or more of land disturbance,~~

* 20,000 square feet or more of impervious surface disturbance and/or creation

* post construction sites with 1 acre or more of land disturbance

the following is required:

1. The peak post-development discharge rate shall not exceed the peak pre-development discharge rate for the one year, two-year, ten-year, and 100-year, 24-hour design storms. These peak discharge requirements apply to new development and redevelopment areas. No peak discharge control is required for routine maintenance areas, unless runoff from the routine maintenance area discharges into a proposed peak flow control facility.
2. TR-55 methodology shall be used for peak discharge calculations, unless the administering authority approves an equivalent methodology. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. Peak pre-development discharge rates shall be determined using the following "meadow" runoff curve numbers:

Maximum Pre-Development Runoff Curve Numbers—Meadow				
Hydrologic soil group	A	B	C	D
Runoff curve number	30	58	71	78

Formatted Table

- b. For post-construction sites with less than 20,000 square feet of impervious surface disturbance, reduce peak post-development discharge rates using BMPs from the city stormwater reference guide. These sites are not required to satisfy a numeric performance standard.
- c. Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the adoption date February 3, 2009 of this chapter are required to satisfy the performance standards within subsection (c)(2)a.1, 2.
- d. The amount of peak discharge control previously required for the site shall not be reduced as a result of the proposed development or disturbance.
- e. An adequate outfall shall be provided for each point of concentrated discharge from the post-construction site. An adequate outfall consists of non-erosive discharge velocities and reasonable downstream conveyance.

- f. Exemptions. The following transportation facilities are not required to meet the peak discharge requirements of subsection (c)(2) provided the transportation facility is not part of a larger common plan of development or sale:
1. A transportation facility where the change in hydrology due to development does not increase the existing surface water elevation at any point within the downstream receiving surface water by more than 0.01 of a foot for the two-year, 24-hour storm event.
 2. A highway reconstruction site.
 3. A transportation facility that is part of a redevelopment project.
- (3) Infiltration. BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following, except as provided in subsections (c)(3)h—k.
- a. For ~~residential developments~~ post construction sites with one or more of the following:
- * 20,000 square feet or more of impervious surface disturbance and/or
 - * ~~residential developments~~ post-construction sites with one acre or more of land disturbance
- ~~one~~ one of the following shall be met:
1. Low imperviousness. For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volumes, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area. ~~Infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the project site is required as an effective infiltration area.~~
 2. Moderate imperviousness. For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium and high density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area. ~~Infiltrate 25 percent of the post-development runoff from the two-year, 24-hour design storm with a type II distribution. Separate curve numbers for pervious and impervious surfaces shall be used to calculate runoff volumes and not composite curve numbers as defined in TR-55. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the project site is required as an effective infiltration area.~~
 2. High imperviousness. For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.
- b. ~~For non-residential developments with 20,000 square feet or more of impervious surface disturbance and non-residential developments with one acre or more of land disturbance,~~

Formatted: Indent: Left: 1", First line

Formatted: Indent: Left: 1.5", Hanging 0.13"

Formatted: Indent: Left: 0.88", Hanging 0.75"

Formatted: Indent: Left: 0.88", Hanging 0.31"

including commercial, industrial and institutional development, one of the following shall be met:

- ~~1. Infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than two percent of the project site is required as an effective infiltration area.~~
- ~~2. Infiltrate ten percent of the runoff from the two-year, 24-hour design storm with a type II distribution. Separate curve numbers for pervious and impervious surfaces shall be used to calculate runoff volumes, and not composite curve numbers as defined in TR-55. However, when designing appropriate infiltration systems to meet this requirement, no more than two percent of the project site is required as an effective infiltration area.~~
- ~~eb.~~ Predevelopment condition shall assume "good hydrologic conditions" for appropriate land covers as identified in TR-55 or an equivalent methodology approved by the administering authority. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. However, when pre-development land cover is cropland, rather than using TR-55 values for cropland, the following runoff curve numbers shall be used:

Maximum Pre-Development Runoff Curve Numbers—Cropland				
Hydrologic Soil Group	A	B	C	D
Runoff Curve Number	56 <u>5</u>	70 <u>69</u>	79 <u>78</u>	83

- ~~ec.~~ For residential and non-residential developments with less than 20,000 square feet of new impervious surfaces, infiltrate runoff volume using BMPs from the stormwater reference guide. These sites are not required to satisfy a numeric performance standard.
- ~~ed.~~ Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the adoption date February 3, 2009 of this chapter are required to satisfy the performance standards within subsections 28-7(c)(3)a—~~eb.~~
- ~~fe.~~ The amount of infiltration previously required for the site shall not be reduced as a result of the proposed development or disturbance.
- ~~gf.~~ Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subsection [(c)(3)~~kn.~~]. Pretreatment options may include, but are not limited to, oil/grease separation, sedimentation, biofiltration, filtration, swales or filter strips.
- ~~hg.~~ Exclusions—Source Area Prohibitions. Infiltration of runoff from the following areas are prohibited from meeting the infiltration requirements of this subsection [(c)(3)]:
 1. Areas associated with tier 1 industrial facilities identified in § NR 216.21(2)(a), Wis. Adm. Code, including storage, loading, rooftop and parking.
 2. Storage and loading areas of tier 2 industrial facilities identified in § NR 216.21(2)(b), Wis. Adm. Code.
 3. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.

Formatted: list2

h. Prohibitions.

- ~~41.~~ Areas within 1,000 feet upgradient or within 100 feet downgradient of karst features.
- ~~5.~~ Areas with less than three feet separation distance from the bottom of the infiltration system to the elevation of seasonal high groundwater or the top of bedrock, except this subsection(c)(3)h.5., does not prohibit infiltration of roof runoff.
- ~~6.~~ Areas with runoff from industrial, commercial and institutional parking lots and roads and residential arterial roads with less than five feet separation distance from the bottom of the infiltration system to the elevation of seasonal high groundwater or the top of bedrock.
- ~~72.~~ Areas within 400 feet of a community water system well as specified in § NR 811.16(4), Wis. Adm. Code, or within 100 feet of a private well as specified in § NR 812.08(4), Wis. Adm. Code, for runoff infiltrated from commercial, industrial and institutional land uses or regional devices for residential development.
- ~~83.~~ Areas where contaminants of concern, as defined in § NR 720.03(2), Wis. Adm. Code are present in the soil through which infiltration will occur.
- ~~9.~~ Any area where the soil does not exhibit one of the following soil characteristics between the bottom of the infiltration system and the seasonal high groundwater and top of bedrock: at least a three-foot soil layer with 20 percent fines or greater; or at least a five-foot soil layer with ten percent fines or greater. This does not apply where the soil medium within the infiltration system provides an equivalent level of protection. This subsection (c)(3)h.9. does not prohibit infiltration of roof runoff.

i. Source Area Exemptions. Infiltration of runoff from the following areas are not required to meet the infiltration requirements of subsection (c)(3):

- ~~1.~~ Areas where the infiltration rate of the soil is less than 0.6 inches/hour measured at the site.
- ~~1.~~ Parking areas and access roads less than 5,000 square feet for commercial development.
2. Parking areas and access roads less than 5,000 square feet for commercial and industrial development not subject to the prohibitions under this subsection (c)(3)g.
3. Redevelopment and routine maintenance areas.
4. In-fill areas less than five acres.
- ~~5.~~ Infiltration areas during periods when the soil on the site is frozen.
- ~~65.~~ Roads in commercial, industrial and institutional land uses, and arterial residential roads.
- ~~76.~~ Highways provided the transportation facility is not part of a larger common plan of development or sale.

j. Separation Distances.

- ~~1.~~ Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with the table below:

Formatted: Indent: Left: 0.69", Hang 0.19"

Formatted: Indent: Left: 0", First line

Formatted: Indent: Left: 0.63", Hang 0.25"

Formatted: Indent: Left: 0.88", Hang 0.25"

<u>Separation Distances and Soil Characteristics</u>		
<u>Source Area</u>	<u>Separation Distance</u>	<u>Soil Characteristics</u>
<u>Industrial, Commercial, Institutional Parking Lots and Roads</u>	<u>5 feet or more</u>	<u>Filtering Layer</u>
<u>Residential Arterial Roads</u>	<u>5 feet or more</u>	<u>Filtering Layer</u>
<u>Roofs Draining to Subsurface Infiltrations Practices</u>	<u>1 foot or more</u>	<u>Native or Engineered Soil with Particles Finer than Coarse Sand</u>
<u>Roofs Draining to Surface Infiltration Practices</u>	<u>Not Applicable</u>	<u>Not Applicable</u>
<u>All Other Impervious Source Areas</u>	<u>3 feet or more</u>	<u>Filtering Layer</u>

2. Notwithstanding par.1., applicable requirements for injection wells classified under ch. NR 815 shall be followed.

k. Infiltration Rate Exemption. Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:

1. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method.
2. Where the least permeable soil horizon to 5 feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

j. Where alternate uses of runoff are employed, such as for toilet flushing, laundry or irrigation, such alternate use shall be given equal credit toward the infiltration volume required by this paragraph.

~~k. 1. Infiltration systems designed in accordance with this paragraph shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with ch. NR 140, Wis. Adm. Code. However, if site specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.~~

~~2. Notwithstanding subsection [(c)(3)a.], the discharge from BMPs shall remain below the enforcement standard at the point of standards application.~~

m. Groundwater Standards.

1. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with ch. NR 140. However, if site specific information indicates that compliance with a preventive action limit is not achievable,

Formatted: Font: Bold

Formatted: Centered

Formatted: Font: Bold

Formatted: Centered

Formatted Table

Formatted: Left

Formatted: Left

Formatted: Left

Formatted: Left

Formatted: Left

Formatted: Indent: Left: 0.88", Hang 0.31"

Formatted: Indent: Left: 0.63", Hang 0.25"

Formatted: Indent: Left: 0.88", Hang 0.25"

Formatted: Indent: Left: 0.63", Hang 0.25"

Formatted: Indent: Left: 0.88", Hang 0.31"

the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

2. Notwithstanding par. 1., the discharge from BMPs shall remain below the enforcement standard at the point of standards application.

n. Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial, and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subsection (c)(3)m.

o. Maximum Extent Practicable. Where the conditions of subsection (c)(3)g.,h., and i. limit or restrict the use of infiltration practices, the performance standard of this subsection (c)(3) shall be met to the maximum extent practicable.

Formatted: Indent: Left: 0.63", Hanging: 0.25"

(4) Protective areas.

a. "Protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this paragraph, "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.

1. For outstanding resource waters and exceptional resource waters, and for wetlands in areas of special natural resource interest as specified in § NR 103.04, 75 feet.
2. For perennial and intermittent streams identified on a United States Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
3. For lakes, 50 feet.
4. For highly susceptible wetlands, 50 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, bogs, low prairies, conifer swamps, shrub swamps, other forested wetlands, fresh wet meadows, shallow marshes, deep marshes and seasonally flooded basins.
5. For less susceptible wetlands, ten percent of the average wetland width, but no less than ten feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass, cultivated hydric soils, and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.
6. In subsections (c)(4)a.1,4, and 5. determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in § NR 103.03.

7. Wetlands shall be delineated. Wetland boundary delineations shall be made in accordance with § NR 103.08(1m). This [subsection (c)(4)] does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.

8. For concentrated flow channels with drainage areas greater than 130 acres, ten feet.

9. Notwithstanding pars. 1. To 8., the greatest protective area width shall apply where rivers, streams, lakes, and wetlands are contiguous.

~~b. Wetlands shall be delineated. Wetland boundary delineations shall be made in accordance with S NR 103.08(1m). This [subsection (c)(4)] does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the protective area standard need not be met in that location.~~

~~eb.~~ Subsection (c)(4) applies to post-construction sites located within a protective area, except those areas exempted pursuant to subsection (c)(4)~~fe.~~ below.

~~ec.~~ The following requirements shall be met:

1. Impervious surfaces shall be kept out of the protective area to the maximum extent practicable. The stormwater management plan shall contain a written site-specific explanation for any parts of the protective area that are disturbed during construction.
2. Where land disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining vegetative cover of 70 percent or greater shall be established and maintained. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high velocity flows occur.

Note to users: It is recommended that seeding of non-~~aggressiveinvasive~~ vegetative cover be used in the protective areas. Some invasive plants that should not be used are listed in ch. NR 40, Wis. Adm. Code. Vegetation that is flood and drought tolerant and can provide long-term bank stability because of an extensive root system is preferable. Vegetative cover can be measured using the line transect method described in the University of Wisconsin Extension publication number A3533, titled "Estimating Residue Using the Line Transect Method".

3. Best management practices such as filter strips, swales, or wet detention basins, that are designed to control pollutants from non-point sources may be located in the protective area.

Note to Users: Other laws, such as ch. 30, Wis. Stats., and chs. NR 103, 115, 116, and 117, Wis. Adm. Code, and their associated review and approval processes may apply in the protective area.

~~ed.~~ A protective area established or created after the adoption date [Insert adoption date] of this chapter shall not be eliminated or reduced, except as allowed in subsections (c)(4)~~fe.~~ 2—4. below.

~~fe.~~ Exemptions. The following areas are not required to meet the protective area requirements of subsection (c)(4):

1. Redevelopment and routine maintenance areas provided the minimum requirements within in [subsection (c)(4)e.] above are satisfied.
2. Structures that cross or access surface waters such as boat landings, bridges and culverts.
3. Structures constructed in accordance with Wis. Stats. § 59.692(1v).
4. Post-construction sites from which runoff does not enter the surface water, except to the extent that vegetative ground cover is necessary to maintain bank stability.

Note to users: A vegetated protective area to filter runoff pollutants from post-construction sites described in subsection (c)(4) ~~ef.~~ 4. is not necessary since runoff is not entering the surface water at that location. Other practices, necessary to meet the requirements of this section, such as a swale or basin, will need to be designed and implemented to reduce runoff pollutants before the runoff enters a surface water of the state.

- (5) Fueling and vehicle maintenance areas. Fueling and vehicle maintenance areas shall, to the maximum extent practicable, have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.

Note to users: A combination of the following BMPs may be used: oil and grease separators, canopies, petroleum spill cleanup materials, or any other structural or non-structural method of preventing or treating petroleum in runoff.

- (6) Swale treatment for transportation facilities. Subsection (c)(6) is not applicable to transportation facilities that are part of a larger common plan of development or sale.
 - a. Applicability Requirement. Except as provided in [subsection (c)(6)b.], transportation facilities that use swales for runoff conveyance and pollutant removal meet all of the requirements of this section, if the swales are designed to the maximum extent practicable to do all of the following:
 1. Be vegetated. However, where appropriate, non-vegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.

Note to users: It is preferred that tall and dense vegetation be maintained within the swale due to its greater effectiveness at enhancing runoff pollutant removal.

~~2. Carry runoff through a swale for 200 feet or more in length that is designed with a flow velocity no greater than 1.5 feet per second for the peak flow generated using either a two-year, 24-hour design storm or a two-year storm with a duration equal to the time of concentration as appropriate. If a swale of 200 feet in length cannot be designed with a flow velocity of 1.5 feet per second or less, then the flow velocity shall be reduced to the maximum extent practicable.~~

2. Swales shall comply with sections V.F. (Velocity and Depth) and V.G. (Slope Geometry Criteria) with a swale treatment length as long as that specified in section V.C. (Pre-Treatment) of the Wisconsin Department of Natural Resources technical standard 1005 "Vegetated Infiltration Swales", dated May 2007, or a superseding document. Transportation facility swale treatment does not have to comply with other sections of technical standard 1005.

Note to users: Check dams may be included in the swale design to slow runoff flows and improve pollutant removal. Transportation facilities with continuous features such as curb and gutter, sidewalks or parking lanes do not comply with the design requirements of this paragraph. However, a limited amount of structural measures such as curb and gutter may be allowed as necessary to account for other concerns such as human safety or resource protection.

- b. Exemptions. The director of public works may, consistent with water quality standards, require other provisions of this section be met on a transportation facility with an average daily travel of vehicles greater than 2500 and where the initial surface water of the state that the runoff directly enters is any of the following:
 1. An outstanding resource water.
 2. An exceptional resource water.

3. Waters listed in § 303(d) of the Federal Clean Water Act that are identified as impaired in whole or in part, due to nonpoint source impacts.
4. Waters where targeted performance standards are developed under § NR 151.004, Wis. Adm. Code, to meet water quality standards.

Note to users: The transportation facility authority shall contact the Wisconsin Department of Natural Resource's regional storm water staff or the Wisconsin Department of Natural Resource's liaison to the Wisconsin Department of transportation to determine if additional BMPs beyond a water quality swale are needed under this subsection.

- (7) Exemptions. The following areas are not required to meet the performance standards within subsection (c) of this section:

- a. Agricultural production areas with less than 100,000 square feet of impervious surface disturbance.
- b. Underground utility construction such as water, sewer, gas, electric, telephone, cable television, and fiber optic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.
- c. The following transportation facilities are exempt, provided the transportation facility is not part of a larger common plan of development or sale.
 1. Reconditioning or resurfacing of a highway.
 2. Minor reconstruction of a highway. Notwithstanding this exemption, the protective area requirements within NR 151.24(6) Wisconsin Administrative Code apply to minor reconstruction of a highway.
 3. A redevelopment transportation facility with no increase in exposed parking lots or roads.
 4. A transportation facility with less than ten percent connected imperviousness based on complete development of the transportation facility, provided the cumulative area of all parking lots and rooftops is less than one acre.
 5. Routine maintenance for transportation facilities if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

6. Routine maintenance if performed for storm water conveyance system cleaning.

- (d) General considerations for onsite and offsite stormwater management measures. The following considerations shall be observed in managing runoff:
 - (1) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.
 - (2) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.
- (e) Location and regional treatment option.
 - (1) The BMPs may be located onsite or offsite as part of a regional stormwater device, practice or system.
 - (2) Post-construction runoff within a non-navigable surface water that flows into a BMP, such as a wet detention pond, is not required to meet the performance standards of this chapter. Post-construction BMPs may be located in non-navigable surface waters.
 - (3) Except as allowed under subsection [(e)(4)], post-construction runoff from new development shall meet the post-construction performance standards prior to entering a navigable surface water.

- (4) Post-construction runoff from any development within a navigable surface water that flows into a BMP is not required to meet the performance standards of this chapter if:
 - a. The BMP was constructed prior to the effective date of this chapter and the BMP either received a permit issued under Wis. Stats. ch. 30 or the BMP did not require a Wis. Stats. ch. 30 permit; and
 - b. The BMP is designed to provide runoff treatment from future upland development.
- (5) Runoff from existing development, redevelopment and in-fill areas shall meet the post-construction performance standards in accordance with this paragraph.
 - a. To the maximum extent practicable, BMPs shall be located to treat runoff prior to discharge to navigable surface waters.
 - b. Post-construction BMPs for such runoff may be located in a navigable surface water if allowable under all other applicable federal, state and local regulations such as ch. NR 103, Wis. Adm. Code and Wis. Stats. ch. 30.
- (6) The discharge of runoff from a BMP, such as a wet detention pond, or after a series of such BMPs is subject to this chapter.

Note to users: This section does not supersede any other applicable federal, state or local regulation such as ch. NR 103, Wis. Adm. Code and Wis. Stats. ch. 30.

- (7) The director of public works may approve off-site management measures provided that all of the following conditions are met:
 - a. The ~~department~~Director of ~~P~~ublic ~~W~~orks determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the department of public works and that contains management requirements consistent with the purpose and intent of this chapter.
 - b. The offsite facility meets all of the following conditions:
 - 1. The facility is in place.
 - 2. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this chapter.
 - 3. The facility has a legally obligated entity responsible for its long-term operation and maintenance.
 - (8) Where a regional treatment option exists such that the director of public works exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the director of public works. In determining the fee for post-construction runoff, the director of public works shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.
- (f) Alternate requirements. The director of public works may establish stormwater management requirements more stringent than those set forth in this section if the director of public works determines that an added level of protection is needed to protect sensitive resources. Also, the director of public works may establish stormwater management requirements less stringent than those set forth in this section if the director of public works determines that less protection is needed to protect sensitive resources and provide reasonable flood protection. However, the alternative requirements shall not be less stringent than those requirements promulgated in rules by the state department of natural resources under NR 151 Wisconsin Administrative Code.

Sec. 28-8. - Permitting requirements, procedures and fees.

- (a) Permit required. No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the director of public works prior to commencing the proposed activity.
- (b) Permit application and fees. Unless specifically excluded by this chapter, any responsible party desiring a permit shall submit to the director of public works a permit application made on a form provided by the director of public works for that purpose.
 - (1) Unless otherwise excepted by this chapter, a permit application must be accompanied by a stormwater management plan, a maintenance agreement and a non-refundable permit administration fee.
 - (2) The stormwater management plan shall be prepared to meet the requirements of sections 28-7 and 28-9 of this chapter, the maintenance agreement shall be prepared to meet the requirements of section 28-10 of this chapter, the financial guarantee shall meet the requirements of section 28-11, and fees shall be those established by the common council as set forth in section 28-12 of this chapter.
- (c) Review and approval of permit application. The director of public works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
 - (1) Within 20 business days of the receipt of a complete permit application, including all items as required by subsection (b)(2), the director of public works shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved based on the requirements of this chapter.
 - (2) If the stormwater permit application, plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the director of public works shall issue the permit.
 - (3) If the stormwater permit application, plan or maintenance agreement is disapproved, the director of public works shall detail in writing the reasons for disapproval.
 - (4) The director of public works may request additional information from the applicant. If additional information is submitted, the director of public works shall have 20 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.
 - (5) Failure by the director of public works to inform the permit applicant of a decision within 20 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (d) Permit requirements. All permits issued under this chapter shall be subject to the following conditions, and holders of permits issued under this chapter shall be deemed to have accepted these conditions. The director of public works may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the director of public works to suspend or revoke this permit may be appealed in accordance with section 28-14 of this chapter.
 - (1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
 - (2) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and this permit.
 - (3) The responsible party shall notify the director of public works at least ~~ten~~¹⁰ business days before commencing any work in conjunction with the stormwater management plan, and within

~~ten~~10 business days upon completion of the stormwater management practices. If required as a special condition under subsection (e), the responsible party shall make additional notification according to a schedule set forth by the director of public works so that practice installations can be inspected during construction.

- (4) Practice installations required as part of this chapter shall be certified ~~"as-built"~~ or as "record" drawings by a licensed professional engineer. Completed stormwater management practices must pass a final inspection by the director of public works or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The director of public works or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.
- (5) The responsible party shall notify the director of public works of any significant modifications it intends to make to an approved stormwater management plan. The director of public works may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.
- (6) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the common council, or are transferred to subsequent private owners as specified in the approved maintenance agreement.
- (7) The responsible party authorizes the director of public works to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Wis. Stats. ch. 66, subch. VII, or to charging such costs against the financial guarantee posted under section 28-11 of this chapter.
- (8) If so directed by the director of public works, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
- (9) The responsible party shall permit property access to the director of public works or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.
- (10) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the director of public works may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.
- (11) The responsible party is subject to the enforcement actions and penalties detailed in section 28-13 of this chapter, if the responsible party fails to comply with the terms of this permit.
- (12) The permit applicant shall post the "Certificate of Permit Coverage" in a conspicuous location at the construction site.
- (e) Permit conditions. Permits issued under this subsection may include conditions established by director of public works in addition to the requirements needed to meet the performance standards in section 28-7 of this chapter or a financial guarantee as provided for in section 28-11 of this chapter.
- (f) Permit duration. Permits issued under this section shall be valid from the date of issuance through the date the director of public works notifies the responsible party that all stormwater management practices have passed the final inspection required under subsection (d)(4).
- (g) Alternate requirements. The director of public works may prescribe alternative requirements for applicants seeking an exemption to on-site stormwater management performance standards under subsection 28-7(e) or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

Sec. 28-9. - Stormwater management plan.

- (a) Plan requirements. The stormwater management plan required under subsection 28-8(b) shall comply with the city stormwater reference guide and contain at a minimum the following information:
- (1) Name, address, and telephone number of the landowner and responsible parties.
 - (2) A legal description of the property proposed to be developed, [referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat](#).
 - (3) Predevelopment site map with property lines, disturbed limits, and drainage patterns.
 - (4) Postdevelopment site map with property lines, disturbed limits, and drainage patterns.
 - a. Total area of disturbed impervious surfaces within the site.
 - b. Total area of new impervious surfaces within the site.
 - c. Performance standards applicable to site.
 - d. Proposed best management practices.
 - e. Groundwater, bedrock, and soil limitations.
 - f. Separation distances. Stormwater management practices shall be adequately separated from wells to prevent contamination of drinking water.
- (b) Alternate requirements. The director of public works may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under subsection 28-7(c) or for applicants seeking a permit for a postconstruction site with less than 20,000 square feet of impervious surface disturbance.

Sec. 28-10. - Maintenance agreement.

- (a) Maintenance agreement required. The maintenance agreement required under subsection 28-8(b) for stormwater management practices shall be an agreement between the director of public works and the responsible party to provide for maintenance of stormwater practices beyond the duration period of this permit. The maintenance agreement shall be filed with the county register of deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.
- (b) Agreement provisions. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by subsection 28-9(a)(6):
- (1) Identification of the stormwater facilities and designation of the drainage area served by the facilities.
 - (2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under subsection 28-8(b).
 - (3) Identification of the responsible party(s), organization or city, county, town or village responsible for long term maintenance of the stormwater management practices identified in the stormwater management plan required under subsection 28-8(b).
 - (4) Requirement that the responsible party(s), organization, or city, county, town or village shall maintain stormwater management practices in accordance with the schedule included in subsection (b)(2) of this section.

- (5) Authorization for the director of public works to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - (6) A requirement on the director of public works to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
 - (7) Agreement that the party designated under subsection (b)(3) of this section, as responsible for long term maintenance of the stormwater management practices, shall be notified by the director of public works of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the director of public works.
 - (8) Authorization of the director of public works to perform the corrected actions identified in the inspection report if the responsible party designated under subsection (b)(3) does not make the required corrections in the specified time period. The director of public works shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Wis. Stats. ch. 66, subch. VII.
- (c) Alternate requirements. The director of public works may prescribe alternative requirements for applicants seeking an exemption to on-site stormwater management performance standards under section 28-7(e) or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

Sec. 28-11. - Financial guarantee.

- (a) Establishment of the guarantee. The director of public works may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the director of public works. The financial guarantee shall be in an amount determined by the director of public works to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the director of public works the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the director of public works that the requirements of this chapter have not been met.
- (b) Conditions for release. Conditions for the release of the financial guarantee are as follows:
 - (1) The director of public works shall release the portion of the financial guarantee established under this section, less any costs incurred by the director of public works to complete installation of practices, upon submission of ~~"as-built plans"~~ or "record" drawings by a licensed professional engineer. The director of public works may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
 - (2) The director of public works shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the director of public works, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.
- (c) Alternate requirements. The director of public works may prescribe alternative requirements for applicants seeking an exemption to on-site stormwater management performance standards under subsection 28-7(e) or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

Sec. 28-12. - Fee schedule.

The fees referred to in this chapter shall be established by resolution of the common council. A schedule of the fees so established shall be available for review in the office of the director of public works or city clerk-treasurer.

Sec. 28-13. - Enforcement.

- (a) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this chapter by any person, firm, association, or corporation subject to this chapter's provisions shall be deemed a violation unless conducted in accordance with the requirements of this chapter.
- (b) The director of public works shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.
- (c) Upon receipt of written notification from the director of public works under subsection (b), the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the director of public works in the notice.
- (d) If the violations to a permit issued pursuant to this chapter are likely to result in damage to properties, public facilities, or waters of the state, the director of public works may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the director of public works plus interest and legal costs shall be billed to the responsible party.
- (e) The director of public works is authorized to post a stop-work order on all land disturbing construction activity that is in violation of this chapter, or to request the city attorney to obtain a cease and desist order in any court with jurisdiction.
- (f) The director of public works may revoke a permit issued under this chapter for non-compliance with chapter provisions.
- (g) Any permit revocation, stop-work order, or cease and desist order shall remain in effect unless retracted by the director of public works or by a court with jurisdiction.
- (h) The director of public works is authorized to refer any violation of this chapter, or of a stop work order or cease and desist order issued pursuant to this chapter, to the [municipal attorney, corporation counsel] for the commencement of further legal proceedings in any court with jurisdiction.
- (i) Any person, firm, association, or corporation who does not comply with the provisions of this chapter shall be subject to a forfeiture of not less than \$200.00 or more than \$1,000.00 per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.
- (j) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.
- (k) When the director of public works determines that the holder of a permit issued pursuant to this chapter has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the director of public works or a party designated by the director of public works may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The director of public works shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial

security posted pursuant to section 28-11 of this chapter. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon.

Sec. 28-14. - Appeals.

- (a) Board of appeals. The board of appeals, created pursuant to § 14.21 of the city zoning ordinance pursuant to Wis. Stats § 62.23(7)(e), shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the director of public works in administering this chapter. The board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the board may authorize variances from the provisions of this chapter that are not contrary to the public interest, and where owing to special conditions a literal enforcement of this chapter will result in unnecessary hardship.
- (b) Who may appeal. Appeals to the board of appeals may be taken by any aggrieved person or by an officer, department, board, or bureau of the city affected by any decision of the director of public works.

Sec. 28-15. - Severability.

If any section, clause, provision or portion of this chapter is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall remain in force and not be affected by such judgment.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Garbage & Recycling Cart Exchange.*

The City Council approved the revisions to Chapter 82 - Solid Waste Ordinance on July 19, 2016. One of the revisions made was to implement the maximum collection of three (3) carts for commercial, institutional, manufacturing, and residential properties. As part of the discussions in implementing these revisions is to allow properties to exchange smaller carts for larger carts so they would not exceed the three (3) cart maximum. An example of this would be a property has two (2) large carts and two (2) smaller carts for a total of four (4) carts. If they exchange the two (2) smaller carts for one (1) large cart they would now have three (3) carts total so the City would continue to provide collection services. The City does not currently have an exchange cart policy so if we want to allow properties to exchange carts we need to adopt a policy. Staff would recommend allowing residents to exchange garbage or recycle carts and since they have already paid for the original carts there would be no charge for the exchange. Any questions please contact my office.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Chase Kuffel

SUBJECT: Consider New Policy for the Installation of New Sidewalks Along New Streets or Subdivisions.

A request was made to staff to review and provide options for implementing a new policy for ordering in sidewalk.

Background and Discussion

The City's current policy for the construction of sidewalks is governed by city ordinance 22-5 through the provisions of Wisconsin State Statutes 62.16 and 66.0907. City ordinance states:

- 22-5(d) *"Sidewalks required constructed.* Sidewalks shall be constructed according to the specifications set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration. Upon such recommendation the common council may require installation pursuant to Wis. Stats. § 66.0907.
- 22-5(e) *Determination of need.* In addition to the requirements set forth in subsection (d) of this section, the board of public works shall review all subdivision plats and certified survey maps requiring dedication of property for street purposes to determine whether or not sidewalks shall be required to be constructed upon streets set forth thereon. The board of public works shall make that determination based upon the criteria established above. If the board of public works determines that sidewalks are so required, they shall submit that finding to the common council and final approval of the plat of map may be subject to the imposition of a restrictive covenant thereon requiring installation of sidewalks prior to issuance of any occupancy permit. If such covenant is not required, nothing in this section shall prohibit a review of said areas contained on such a plat of map pursuant to subsection (d) of this section at a later date."

In a given year, public works staff identifies several areas that should be considered for sidewalk installation. In 2016, staff identified the following locations:

<u>Location</u>	<u>Purpose</u>
2322 Samantha Drive	Gap
Tenmile Drive	Gap, Park has been developed
402-404 Moonglow Drive	Gap
850 S. Melcorn Circle	Gap

680 Black Earth Drive
2113 Yahara Circle

Gap
Gap

These locations are typically identified through complaints and requests received by public works staff. Staff then presents these locations to the board of public works for consideration of new sidewalk installations. As directed by city ordinance 22-5(d), the board considers the construction of new sidewalks at proposed properties based on the following factors:

- Thoroughfares
- Connector streets,
- Connection with public facilities such as schools and parks
- Pedestrian and vehicular safety
- Topographic consideration

The board has the authority to recommend or deny the construction of new sidewalk on a property by property basis. Recommendations can be made to construct sidewalk by the end of the current year's construction season, or grant extensions for specific properties, requiring that their sidewalk be installed by the end of a future construction year. The Board's recommendation is then brought forth to Common Council where a resolution is created based on the full recommendation of the board or parts thereof.

This year, it was requested of public works staff to create a policy to better identify vacant parcels in developed residential or commercial areas that should have sidewalk constructed in benefit of public safety and welfare. Based off this request, staff identified two issues that need to be addressed:

1. Constructing sidewalks on properties, abutting streets with urban or rural cross-sections, annexed into the City of De Pere.
2. Constructing sidewalks on new subdivisions and streets and allowing the developing authority ample time to fill vacant parcels.

Staff reviewed and identified the policies of other Wisconsin communities for the construction of new sidewalk on vacant properties. Staff identified three different classifications for sidewalks that do not currently exist:

Existing, Improved Streets: Areas where streets have been fully improved with curb and gutter but lack sidewalk. Pursuant to Wisconsin State Statute 66.0907(3)(a):

“Authority of council. The council may by ordinance or resolution determine where sidewalks shall be constructed and establish the width, and determine the material and prescribe the method of construction of standard sidewalks. The standard may be different for different streets. The council may order by ordinance or resolution sidewalks to be laid as provided in this subsection.”

Existing, Unimproved Streets: Areas where existing streets have not been improved with curb and gutter. It is currently the City policy that in areas where existing streets have not been improved with curb and gutter, at the time of installation of the curb and gutter, sidewalk shall also be installed on both sides on those streets.

New Subdivisions and Streets: For new development, the requirement of whether sidewalk is required is placed on the subdivision plat. Sidewalk construction is required as part of the final occupancy conditions for a developed parcel. However, some parcels remain undeveloped which results in gaps in the sidewalk system. Municipalities around the State have incorporated different policies to address this situation. Measures from other municipalities are shown in Table 1 to address missing walks.

Table 1

New Subdivisions and Streets	
Municipality	Missing sidewalk installation shall occur on each street:
City of Chilton	Once 70% of the lots abutting on such street are occupied. Sidewalk shall be installed on both sides.
City of Janesville	Once 80% or more of the parcels, per side of the street, within a block are developed.
Village of North Fond du Lac	Once at least 75% of the lots within the subdivision have been improved OR Once it has been five (5) or more years since the acceptance of the first building permit for the subdivision phase.
City of Plymouth	Once 50% of the lots within a given block being built upon are ready for occupancy OR Abutting lots in newly-annexed developed districts of the City that abut on a public street upon which sidewalks are not already constructed shall be required to have sidewalks constructed thereon within one (1) year after annexation
City of Two Rivers	Once at least 75% of the lots are developed or 75% of the frontage is developed. Sidewalk shall be installed on both sides of a public street.

A full copy of each municipality's sidewalk ordinance or code is attached in the appendix.

Based on the conditions shown in Table 1, staff applied the given ordinances for the new subdivisions and streets to three test areas in the City where the newer subdivisions exist. Staff utilized aerial imagery from 2014, 2010, and 2005 to determine the impacts over roughly equal intervals to these areas. The three test areas are as follows:

Northeast De Pere:

The properties bounded by Desplane Road to the west, and the City border to the north, east, and south.

Southeast De Pere:

The properties bounded by Rockland Road to the north, City limits to the east and south, and the Fox River Trail to the west.

Southwest De Pere:

The properties south of Red Maple Road bounded by the Fox River to the east, and the City limits to the south and west, including Honeysuckle Circle, Wild Rose Drive, Silver Maple Drive and Red Maple Drive.

The following tables show the impacts by year if the policies from these outside municipalities were to be adopted and enforced. Each test area had its total number of parcels counted by test year, as well as the number of parcels affected by each ordinance. Please note that the tables below only take into consideration those parcels that require sidewalks through restrictive covenants and do not take into consideration how long a parcel has been occupied without sidewalk.

Northeast De Pere			
	2014	2010	2005
Total Parcels	126	126	126
Total Parcels without Sidewalk	12	26	56
City of Chilton (70% of both sides of a street)	10	4	6
City of Janesville (80% of the parcels, per side of the street, within a block)	0	0	0

City of Plymouth (50% of the lots within an given block)	12	22	22
City of Two Rivers (both sides of a street within a block have at least 75% of the lots developed or 75% of the frontage developed)	By Lot: 10 By Frontage: 5	By Lot: 4 By Frontage: 7	By Lot: 2 By Frontage: 2

Example 1: If the City of Chilton's policy that sidewalk shall be installed on both sides of a street once 70% of the lots are occupied were to be adopted, 10 of the 126 parcels in this area would be affected in De Pere's northeastern test area in 2014.

Example 2: If the City of Two Rivers policy that sidewalk shall be installed on both sides of a street when either 75% of the lots are developed or 75% of the frontage is developed were to be adopted, 2 of the 126 parcels in this area would be affected due to lots being developed, and 2 of 126 parcels in this area would be affected due to frontage being developed in De Pere's northeastern test area in 2005.

Southeast De Pere			
	2014	2010	2005
Total Parcels	242	156	Undeveloped
Total Parcels without Sidewalk	51	70	---
City of Chilton (70% of both sides of a street)	10	12	---
City of Janesville (80% of the parcels, per side of the street, within a block)	11	2	---
City of Plymouth (50% of the lots within an given block)	36	24	---
City of Two Rivers (both sides of a street within a block have at least 75% of the lots developed or 75% of the frontage developed)	By Lot: 10 By Frontage: 10	By Lot: 2 By Frontage: 3	---

The areas of southeast De Pere that were considered had yet to develop in 2005.

Southwest De Pere			
	2014	2010	2005
Total Parcels	490	437	429
Total Parcels without Sidewalk	53	51	130
City of Chilton (70% of both sides of a street)	9	12	9
City of Janesville (80% of the parcels, per side of the street, within a block)	9	10	8
City of Plymouth (50% of the lots within an given block)	37	24	30
City of Two Rivers (both sides of a street within a block have at least 75% of the lots developed or 75% of the frontage developed)	By Lot: 9 By Frontage: 8	By Lot: 12 By Frontage: 8	By Lot: 9 By Frontage: 6

Based off the pricing from Project 16-05 – Sidewalk, Curb and Concrete Pavement Repair, new 4-inch concrete sidewalk is priced at \$42.00 per square yard and new 6-inch concrete sidewalk is priced at \$47.50 per square yard. Considering an assumed frontage of 100 feet, 80 feet of which is 4-inch concrete and 20 feet of which 6-inch concrete, and a City standard sidewalk width of 5 feet, the cost per parcel to install new sidewalk is approximately \$2,500. This cost would be 100% assessable to the parcel owner.

Recommendation

Staff recommends that the City adopt a sidewalk policy for the installation of new sidewalks that are required as part of the subdivision plat review or per the City Sidewalk Requirement Map in new

subdivisions and streets based off of the following:

“Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:

1. Along the streets or adjacent to a lot on which a building is constructed
2. At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street.
3. On all streets in subdivisions after it have been ten (10) or more years since the acceptance of the first building permit for the subdivision phase.

Sidewalks abutting newly annexed parcels will be installed once the street is improved with concrete curb and gutter along unimproved streets or one (1) year after annexation for improved streets.”

This policy will allow ample time for developing authorities to fill vacant parcels – 10 year or 80% occupancy, whichever comes first - before the City installs sidewalks to fill the gaps.

The following maps show the impacts on the three regions that were studied for this policy, based off 2014 aerials, if the City were to adopt the abovementioned recommendation. The parcels highlighted in blue or red currently do not have sidewalks and the parcels. However, the parcels highlighted in red would meet the requirements to have sidewalk ordered in. The roads highlighted in green do not require sidewalks, and the roads highlighted in pink have a rural cross-section. Northeast De Pere would have zero parcels, southeast De Pere would have 11 parcels, and southwest De Pere would have nine parcels that would require sidewalk to be installed without considering how old the subdivisions are.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

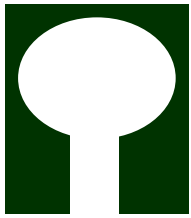
FROM: Scott Thoresen

SUBJECT: Consider Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on Merrill Tower.*

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's Merrill Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering. Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the Merrill Street water tower.

ATTACHMENTS:

- Dixon - Merrill Tower - T- Mobile (PDF)



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

T-Mobile Upgrade

De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **T-Mobile** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Six Thousand Four Hundred Fifty** dollars **\$6,450**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

PROPOSED by DIXON (Not a contract until approved by an officer)

May 31, 2016

PROPOSAL DATE

CONTRACT APPROVED by OWNER POSITION DATE

CO SIGNATURE (if required) POSITION DATE

CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A*T-Mobile Upgrade**De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02*

- I. Initial Site Inspection – Site Walk:
 - a. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - a. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

T-Mobile Upgrade

De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of **\$1,300.**
 - ii. Schedule A, Item II, Design and Plan Review, the lump sum of **\$1,350.**
(Site Walk prerequisite \$1,300)
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item III
 1. **(1)** Preconstruction Meetings **\$950** per meeting
 2. **(3)** Installation and Post Inspections **\$950** per inspection

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$90.00	
Assistant Project Manager.....	\$80.00	
Staff Engineer – Level III.....	\$72.00 to \$85.00	
Staff Engineer – Level II.....	\$67.00 to \$80.00	
Staff Engineer – Level I.....	\$62.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$67.00 to \$85.00	
Inspector – Level III.....	\$63.00 to \$80.00	
Inspector – Level II.....	\$60.00 to \$75.00	
Inspector – Level I.....	\$55.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$48.00 & expenses	
Bookkeeping Services.....	\$44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non–Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$145 per diem (may be increased based on location)	\$125 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2016

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: September 12, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider 9th Street Reservoir Repair Contract.*

In 2014, the 9th Street Reservoir was inspected as required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The final inspection report noted the need for maintenance and repairs of various items.

Staff solicited four (4) companies for proposals to perform the maintenance and repairs. Only one proposal was submitted:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$ 34,100
Howard Grote & Sons, Mc Farland, WI	= No Bid
Spectrum Contracting, Grafton, WI	= No Bid
Badger Specialty Coatings & Construction, LLC, Janesville, WI	= No Bid

Staff recommends approving the quote from Water Tower Clean and Coat, Inc. Lodi, WI in the amount of \$34,100. The estimate of the project was \$30,000. The 2016 water utility budget has sufficient funding for this project.

ATTACHMENTS:

- 9th Street Reservoir Repair RFP (PDF)
- 9th Street Reservoir Repair - Water Tower Clean & Coat (PDF)



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

August 19, 2016

RE: Request for Proposals
9th Street Reservoir Maintenance & Repairs

The City of De Pere is requesting a proposal from your firm to complete maintenance and repairs on the 9th Street reservoir. The reservoir is a 250,000 – gallon underground concrete reservoir that was constructed in 1964. Your firm will be required to review existing drawings and as-built information and any other pertinent information pertaining to the reservoir in order to complete the scope of work for this project.

Scope of Work:

1) WET INTERIOR REPAINT – METAL

- A. Repaint the wet interior metal, including piping, pipe supports, underside of the roof hatches, sluice gates and ladder rungs in the main reservoir and in the high service basin. Abrasive blast clean to a SSPC-SP10 near-white standard, apply three (3) coats of Tnemec series N140 with a stripe coat as follows:

<u>Coat</u>	<u>Minimum DFT (mils)</u>	<u>Maximum DFT (mils)</u>
Primer	4.0	6.0
Intermediate	4.0	6.0
Stripe Coat	1.5	2.5
Topcoat	<u>4.0</u>	<u>6.0</u>
Total	12.0	18.0

- B. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure, including above the high water line.

- C. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleed through should occur if proper application rates are observed.
- D. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- E. Allow a minimum of twenty-four (24) hours between coats (including stripe coat). Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- F. Maintain forced ventilation a minimum of seven (7) days after topcoat application, time required for cure is dependent on the coating manufacturer and temperature. Record variations of the standard procedures (roof hatch closure because of rain, etc.), and submit to the engineer. Heat is required if, in the opinion of the engineer, the integrity of the coating is endangered by cold weather, or if additional cure time will delay the project beyond the substantial completion date.

2) WET INTERIOR REPAINT – EXPOSED REBAR

- A. Repaint the exposed rebar on the wet interior roof. Abrasive blast clean to a SSPC-SP10 near-white standard, apply two (2) coats of Tnemec series N140 at 4.0 to 6.0 mils.
- B. The total length of exposed rebar is approximately 30 ft.

3) EXTERIOR OVERCOAT – METAL

- A. Overcoat the exterior steel appurtenance including the three goose neck vents and exterior of the roof hatches. Low pressure water clean at 3,500 to 5,000 psi to remove all loose coating, dirt and other contaminants. Spot power tool clean all rusted and abraded surfaces to a SSPC-SP11 standard, feather all edges of adjacent coating with 3M Scotch-Brite Clean'n Strip discs a minimum of ½ in. from exposed steel. Apply a spot prime coat of Tnemec series 115 and two (2) coats of series 1028 at the following rates.

<u>Coat</u>	<u>Minimum</u> <u>D.F.T. (mils)</u>	<u>Maximum</u> <u>D.F.T. (mils)</u>
Primer (spot)	2.0	4.0
Intermediate	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	6.0	10.0

- B. Remove dirt 3" below grade around the three goose neck vents, backfill once topcoat is dry to the touch.

4) EXTERIOR OVERCOAT – CONCRETE

- A. Overcoat the exposed exterior concrete at the roof hatches, vent and sluice gate operating stands. Low pressure water clean at 3,500 to 5,000 psi to remove all loose coating, dirt and other contaminants. Feather all edges of adjacent coating by hand sanding using 30-60 grit sandpaper. Apply two (2) coats of series 1028 at the following rates.

<u>Coat</u>	<u>Minimum D.F.T. (mils)</u>	<u>Maximum D.F.T. (mils)</u>
Primer	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	4.0	6.0

- B. Remove dirt 3" below grade around the perimeter of the exposed concrete prior to coating, backfill once topcoat is dry to the touch.

5) REMOVE SLUICE GATE OPERATING STEMS and ROOF VENT

- A. Cut the roof vent and operating stem and pedestals that are above ground from the two valves. One gate has previously been removed, for the other cut again above the gate (approximately 1 inch).
- B. On the vent, remove the flexible conduit from the junction above ground to the vent neck. Cap the wire with a wire nut, cap the junction box with a solid cover.
- C. Contractor to properly dispose of removed items.
- D. Install a cover over the openings using 3/16 inch steel plate, cover to have a 3 inch lip around the entire edge. Install a ¼ inch thick neoprene gasket between the cover and the top of the concrete curb. Attach cover to the existing concrete curb using four (4) anchor bolts, tighten bolt and tack weld the bolt head to the cover.
- E. The cover at the vent is to be 51 x 51 inches, the cover at the overflow pipe valve is to be 24.5 x 23 inches and the sluice gate cover is to be 25.25 x 23.5 inches. Field verify sizes.
- F. The new steel is to be shop primed using Tnemec series N140 at 4.0 to 6.0 mils over a SSPC-SP10 near-white abrasive blast clean. Apply the remaining coats per above: section 1) for the interior side of the covers and per section 3) for the exterior. The contractor has the option to apply all coats in the shop.
- G. See attached cover plate drawing.

6) OVERFLOW PIPE REPAIR

- A. Weld patch plates on the overflow pipe. There is one known hole in the overflow, plan for total patch plate area to be 20 sq. inches.
- B. The owner/engineer will mark repair area after completion of abrasive blast cleaning of the overflow pipe.
- C. Patch using ¼ inch steel plate overlap a minimum of ½ inch around the hole.
- D. Weld using 3/16 inch full fillet weld.

7) CONCRETE SPALL REPAIR – EXTERIOR

- A. Repair spalls on the two hatch curbs, valve operating stem and on the vent curb.
- B. Remove all loose concrete using hand tools. The outer edge of repair area is to be cut a minimum of ½ inch all around using a saw, “square off” the repair area.
- C. Abrasive blast clean the concrete surface to create a profile and abrasive blast clean any exposed rebar to a SSPC-SP6 commercial standard.
- D. Mix product in accordance with manufacturer’s recommendations.
- E. Apply a scrub coat or bonding agent to the surface as required by the manufacturer. Blasted rebar to receive prime coat of bonding agent.
- F. Fill all pores and voids. Force the material against the edge of the repair working toward the center, form as needed. Finish to match the existing foundation.
- G. The repair area is to be cured per manufacturers recommendations.
- H. Use Tnemec 217 Mortarcrete for repairs.
- I. Total amount of repair is estimated at 3 cubic feet.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Warranty:

All work shall be warranted for a period of two (2) years from the date of final completion.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The City's intent is to complete the 9th Street reservoir maintenance repairs by June 30, 2017.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Cover Plate Drawing is attached
- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Past Work on projects of similar or greater magnitude.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

Sealed proposals marked “9th Street Reservoir Maintenance & Repairs” on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 3 p.m. on September 7, 2016.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

2016 City of De Pere 9th Street Reservoir Maintenance & Repairs Proposal

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to complete the 9th Street reservoir maintenance and repairs to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices for maintenance and repairs to the 9th Street reservoir to meet said requirements are as follows:

- | | |
|---|--------------|
| 1) WET INTERIOR REPAINT – METAL = | \$ _____ |
| 2) WET INTERIOR REPAINT – EXPOSED REBAR = | \$ _____ |
| 3) EXTERIOR OVERCOAT – METAL = | \$ _____ |
| 4) EXTERIOR OVERCOAT – CONCRETE = | \$ _____ |
| 5) REMOVE SLUICE GATE OPERATING STEMS
& ROOF VENT = | \$ _____ |
| 6) OVERFLOW PIPE REPAIR = | \$ _____ |
| 7) CONCRETE SPALL REPAIR – EXTERIOR = | \$ _____ |
|
TOTAL PRICE FOR 9 TH STREET
RESERVOIR MAINTENANCE & REPAIRS = |
\$ _____ |

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

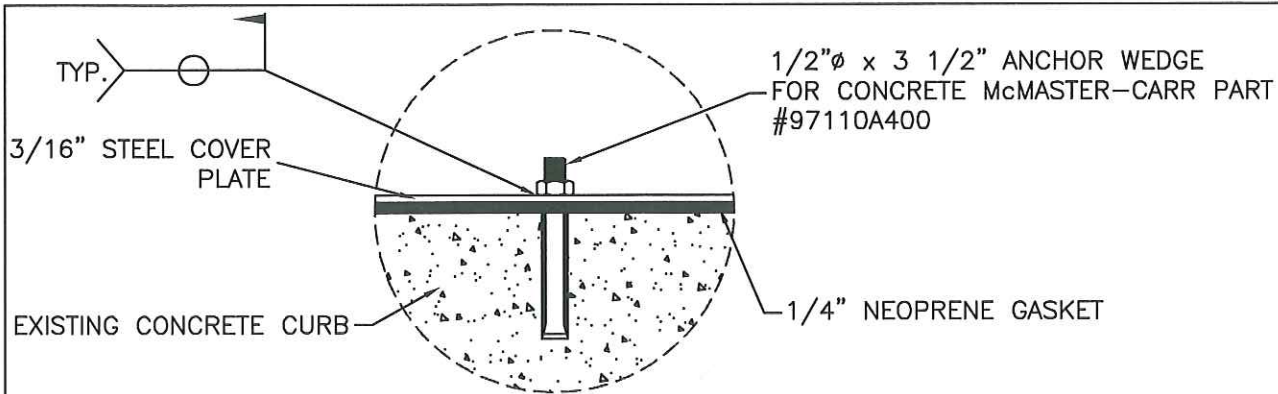
Signature of Bidder

Date

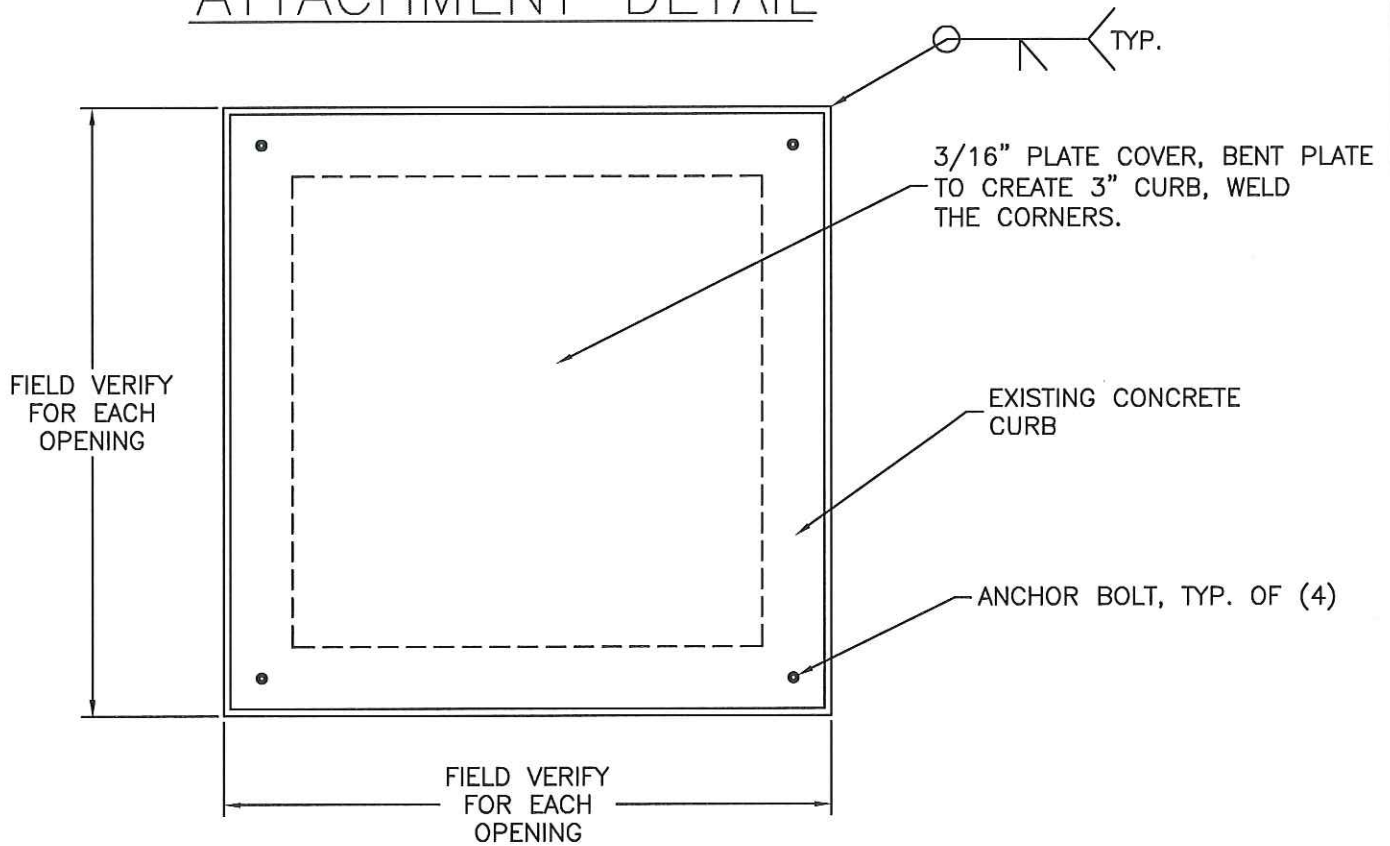
Print or Type Name of Bidder

Title

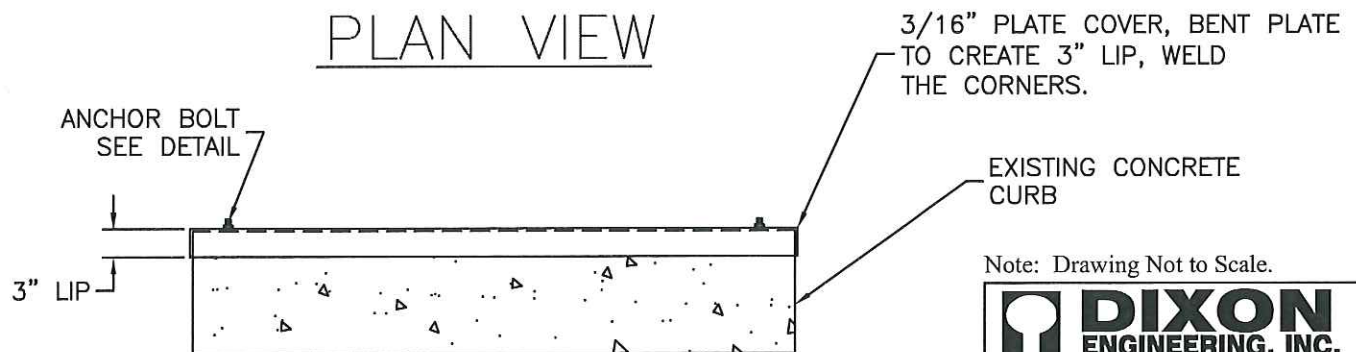
Estimated Start Date: _____



ATTACHMENT DETAIL



PLAN VIEW



SIDE VIEW

Note: Drawing Not to Scale.

DIXON ENGINEERING, INC.	
DePere, WI 250,000 Concrete Tank	
Cover Plates	
File Name: concrete_ladder.dwg	
Drawn By: TMF	Date: 07/18/16
Checked By: IMG	DWG: 01

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities
necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is
necessary to make changes in the project as described in the exhibits, such changes will be
incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to
the scope of services as identified therein shall be defined in writing and authorized by both
parties prior to performing such work. Such writing shall include the scope of work to be done,
schedule for commencing and completing the work and the basis for compensation for such
work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard
specifications, and other information concerning the project that may be applicable in the
design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

SAMPLE



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

September 6, 2016

Mr. Russ Fiene
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

**RE: Request for Proposals
9th Street Reservoir Maintenance & Repairs**

The City of De Pere is requesting a proposal from your firm to complete maintenance and repairs on the 9th Street reservoir. The reservoir is a 250,000 – gallon underground concrete reservoir that was constructed in 1964. Your firm will be required to review existing drawings and as-built information and any other pertinent information pertaining to the reservoir in order to complete the scope of work for this project.

Scope of Work:

1) WET INTERIOR REPAINT – METAL

- A. Repaint the wet interior metal, including piping, pipe supports, underside of the roof hatches, sluice gates and ladder rungs in the main reservoir and in the high service basin. Abrasive blast clean to a SSPC-SP10 near-white standard, apply three (3) coats of Tnemec series N140 with a stripe coat as follows:

<u>Coat</u>	<u>Minimum DFT (mils)</u>	<u>Maximum DFT (mils)</u>
Primer	4.0	6.0
Intermediate	4.0	6.0
Stripe Coat	1.5	2.5
Topcoat	<u>4.0</u>	<u>6.0</u>
Total	12.0	18.0

- B. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure, including above the high water line.

- C. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleed through should occur if proper application rates are observed.
- D. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- E. Allow a minimum of twenty-four (24) hours between coats (including stripe coat). Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- F. Maintain forced ventilation a minimum of seven (7) days after topcoat application, time required for cure is dependent on the coating manufacturer and temperature. Record variations of the standard procedures (roof hatch closure because of rain, etc.), and submit to the engineer. Heat is required if, in the opinion of the engineer, the integrity of the coating is endangered by cold weather, or if additional cure time will delay the project beyond the substantial completion date.

2) WET INTERIOR REPAINT – EXPOSED REBAR

- A. Repaint the exposed rebar on the wet interior roof. Abrasive blast clean to a SSPC-SP10 near-white standard, apply two (2) coats of Tnemec series N140 at 4.0 to 6.0 mils.
- B. The total length of exposed rebar is approximately 30 ft.

3) EXTERIOR OVERCOAT – METAL

- A. Overcoat the exterior steel appurtenance including the three goose neck vents and exterior of the roof hatches. Low pressure water clean at 3,500 to 5,000 psi to remove all loose coating, dirt and other contaminants. Spot power tool clean all rusted and abraded surfaces to a SSPC-SP11 standard, feather all edges of adjacent coating with 3M Scotch-Brite Clean'n Strip discs a minimum of ½ in. from exposed steel. Apply a spot prime coat of Tnemec series 115 and two (2) coats of series 1028 at the following rates.

<u>Coat</u>	<u>Minimum D.F.T. (mils)</u>	<u>Maximum D.F.T. (mils)</u>
Primer (spot)	2.0	4.0
Intermediate	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	6.0	10.0

- B. Remove dirt 3" below grade around the three goose neck vents, backfill once topcoat is dry to the touch.

4) EXTERIOR OVERCOAT – CONCRETE

- A. Overcoat the exposed exterior concrete at the roof hatches, vent and sluice gate operating stands. Low pressure water clean at 3,500 to 5,000 psi to remove all loose coating, dirt and other contaminants. Feather all edges of adjacent coating by hand sanding using 30-60 grit sandpaper. Apply two (2) coats of series 1028 at the following rates.

<u>Coat</u>	<u>Minimum D.F.T. (mils)</u>	<u>Maximum D.F.T. (mils)</u>
Primer	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	4.0	6.0

- B. Remove dirt 3” below grade around the perimeter of the exposed concrete prior to coating, backfill once topcoat is dry to the touch.

5) REMOVE SLUICE GATE OPERATING STEMS and ROOF VENT

- A. Cut the roof vent and operating stem and pedestals that are above ground from the two valves. One gate has previously been removed, for the other cut again above the gate (approximately 1 inch).
- B. On the vent, remove the flexible conduit from the junction above ground to the vent neck. Cap the wire with a wire nut, cap the junction box with a solid cover.
- C. Contractor to properly dispose of removed items.
- D. Install a cover over the openings using 3/16 inch steel plate, cover to have a 3 inch lip around the entire edge. Install a ¼ inch thick neoprene gasket between the cover and the top of the concrete curb. Attach cover to the existing concrete curb using four (4) anchor bolts, tighten bolt and tack weld the bolt head to the cover.
- E. The cover at the vent is to be 51 x 51 inches, the cover at the overflow pipe valve is to be 24.5 x 23 inches and the sluice gate cover is to be 25.25 x 23.5 inches. Field verify sizes.
- F. The new steel is to be shop primed using Tnemec series N140 at 4.0 to 6.0 mils over a SSPC-SP10 near-white abrasive blast clean. Apply the remaining coats per above: section 1) for the interior side of the covers and per section 3) for the exterior. The contractor has the option to apply all coats in the shop.
- G. See attached cover plate drawing.

6) OVERFLOW PIPE REPAIR

- A. Weld patch plates on the overflow pipe. There is one known hole in the overflow, plan for total patch plate area to be 20 sq. inches.
- B. The owner/engineer will mark repair area after completion of abrasive blast cleaning of the overflow pipe.
- C. Patch using ¼ inch steel plate overlap a minimum of ½ inch around the hole.
- D. Weld using 3/16 inch full fillet weld.

7) CONCRETE SPALL REPAIR – EXTERIOR

- A. Repair spalls on the two hatch curbs, valve operating stem and on the vent curb.
- B. Remove all loose concrete using hand tools. The outer edge of repair area is to be cut a minimum of ½ inch all around using a saw, “square off” the repair area.
- C. Abrasive blast clean the concrete surface to create a profile and abrasive blast clean any exposed rebar to a SSPC-SP6 commercial standard.
- D. Mix product in accordance with manufacturer’s recommendations.
- E. Apply a scrub coat or bonding agent to the surface as required by the manufacturer. Blasted rebar to receive prime coat of bonding agent.
- F. Fill all pores and voids. Force the material against the edge of the repair working toward the center, form as needed. Finish to match the existing foundation.
- G. The repair area is to be cured per manufacturers recommendations.
- H. Use Thnemec 217 Mortarcrete for repairs.
- I. Total amount of repair is estimated at 3 cubic feet.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Warranty:

All work shall be warranted for a period of two (2) years from the date of final completion.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The City's intent is to complete the 9th Street reservoir maintenance repairs by June 30, 2017.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Cover Plate Drawing is attached
- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Past Work on projects of similar or greater magnitude.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

Sealed proposals marked “9th Street Reservoir Maintenance & Repairs” on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 3 p.m. on September 7, 2016.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

2016 City of De Pere 9th Street Reservoir Maintenance & Repairs Proposal

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to complete the 9th Street reservoir maintenance and repairs to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices for maintenance and repairs to the 9th Street reservoir to meet said requirements are as follows:

1) WET INTERIOR REPAINT – METAL =	\$ <u>14,000.00</u>
2) WET INTERIOR REPAINT – EXPOSED REBAR =	\$ <u>2500.00</u>
3) EXTERIOR OVERCOAT – METAL =	\$ <u>2400.00</u>
4) EXTERIOR OVERCOAT – CONCRETE =	\$ <u>1400.00</u>
5) REMOVE SLUICE GATE OPERATING STEMS & ROOF VENT =	\$ <u>8400.00</u>
6) OVERFLOW PIPE REPAIR =	\$ <u>2200.00</u>
7) CONCRETE SPALL REPAIR – EXTERIOR =	\$ <u>3200.00</u>
 TOTAL PRICE FOR 9 TH STREET RESERVOIR MAINTENANCE & REPAIRS =	 \$ <u>34,100.00</u>

Water Tower Clean & Coat, Inc.

Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555

Address of Firm

608 592-7574Russ Fienne Mobile # 608 279 3438

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean & Coat, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Russ Fienne

Signature of Bidder

9-6-16

Date

Russ Fienne

Print or Type Name of Bidder

Pres.

Title

Estimated Start Date: _____